

CITY OF WOODBURN

CITY COUNCIL AGENDA

SEPTEMBER 24, 2007 – 6:30 P.M.

KATHRYN FIGLEY, MAYOR
WALTER NICHOLS, COUNCILOR WARD I
RICHARD BJELLAND, COUNCILOR WARD II
PETER MCCALLUM, COUNCILOR WARD III
JAMES COX, COUNCILOR WARD IV
FRANK LONERGAN, COUNCILOR WARD V
ELIDA SIFUENTEZ, COUNCILOR WARD VI

CITY HALL COUNCIL CHAMBERS – 270 MONTGOMERY STREET

1. CALL TO ORDER

2. ROLL CALL

3. EXECUTIVE SESSION

- A. To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed pursuant to ORS 192.660 (2)(h).
- B. To consider records that are exempt by law from public inspection pursuant to ORS 192.660 (2)(f).

4. FLAG SALUTE

5. ANNOUNCEMENTS AND APPOINTMENTS

Announcements:

None.

Appointments:

None.

6. PROCLAMATIONS/PRESENTATIONS

Proclamations:

None.

Presentations:

None.

7. COMMITTEE REPORTS

- A. Chamber of Commerce

“Habrá intérpretes disponibles para aquellas personas que no hablan Inglés, previo acuerdo. Comuníquese al (503) 980-2485.”

8. COMMUNICATIONS

None.

9. **BUSINESS FROM THE PUBLIC** – *This allows the public to introduce items for Council consideration not already scheduled on the agenda.*

10. **CONSENT AGENDA** – *Items listed on the consent agenda are considered routine and may be enacted by one motion. Any item may be removed for discussion at the request of a Council member.*

- | | |
|--|-----------|
| A. Woodburn City Council minutes of September 10, 2007, regular and executive session | 1 |
| <u>Recommended Action:</u> Approve the minutes. | |
| B Woodburn Planning Commission draft minutes of September 13, 2007 | 11 |
| <u>Recommended Action:</u> Accept the draft minutes. | |
| C. Claims for August 2007 | 16 |
| <u>Recommended Action:</u> Receive the report. | |
| D. Community Services Department Statistics for August 2007 | 22 |
| <u>Recommended Action:</u> Receive the report. | |
| E. Planning Project Tracking Sheet | 23 |
| <u>Recommended Action:</u> Receive the report. | |
| F. Procedure on Proposed Oregon LNG Pipeline | 26 |
| <u>Recommended Action:</u> Receive the report. | |
| G. Fall Leaf Collection Program | 27 |
| <u>Recommended Action:</u> Receive the report. | |

11. TABLED BUSINESS

- A. Tree Removal, 217 N. Second Street**
Recommended Action: Remove the item from the table for consideration and decision as General Business Item 11A.

12. PUBLIC HEARINGS

None.

- 13. GENERAL BUSINESS** – *Members of the public wishing to comment on items of general business must complete and submit a speaker's card to the City Recorder prior to commencing this portion of the Council's agenda. Comment time may be limited by Mayoral prerogative.*
- A. Tree Removal, 217 N. Second Street** **30**
Recommended Action: Uphold staff's denial of the request to remove two poplar trees located at 217 N. Second Street.
- B. Liquor License Change of Ownership – Limited On-Premises Sales** **34**
Recommended Action: Recommend a change of ownership application for Mugsy's Bagels.
- C. Oregon Department of Human Services Grant Agreement** **37**
Recommended Action: Authorize the City Administrator to enter into a Grant Agreement from the Oregon Department of Human Services.
- D. Legion Park Access to Woodburn Police Facility Improvement** **65**
Recommended Action: Award construction contract to the lowest responsible bidder, Rinker Materials, for street improvements for Legion Park Access in the amount of \$116,153.15.
- 14. NEW BUSINESS**
- 15. PLANNING COMMISSION OR ADMINISTRATIVE LAND USE ACTIONS** – *These are Planning Commission or Administrative Land Use actions that may be called up by the City Council.*
- A. Planning Commission's Approval of Design Review 2007-02, located at 395 Shenandoah Lane (Kerr Construction)** **67**
- 16. CITY ADMINISTRATOR'S REPORT**
- 17. MAYOR AND COUNCIL REPORTS**
- 18. ADJOURNMENT**

**COUNCIL MEETING MINUTES
SEPTEMBER 10, 2007**

TAPE
READING

**0001 DATE. COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN,
COUNTY OF MARION, STATE OF OREGON, SEPTEMBER 10, 2007.**

CONVENED. The meeting convened at 7:00 p.m. with Mayor Figley presiding.

0015 ROLL CALL.

Mayor	Figley	Present
Councilor	Bjelland	Present
Councilor	Cox	Present
Councilor	Lonergan	Present
Councilor	McCallum	Present
Councilor	Nichols	Present
Councilor	Sifuentez	Present

Staff Present: City Administrator Brown, City Attorney Shields, Police Chief Russell, Acting Public Works Director Rohman, Community Development Director Allen, Community Services Director Row, City Recorder Tennant

0028 ANNOUNCEMENTS.

A) Woodburn Public Library has resumed their Sunday hours of operation from 1:00 pm until 5:00 pm.

B) Celebration of Mexican Independence (September 16) will be held on September 15 and 16, 2007 at the Downtown Plaza. Events include a parade, family and cultural activities, mariachis, food, games, and prizes. Activities will be held from 10:00 am until 9:00 pm on both days with the main event, Celebration of Grito, at 5:00 pm on September 16th. Mayor Figley urged the public to attend and participate in this annual event.

C) Recreation and Park Board Meeting for September has been rescheduled to September 18, 2007, 7:00 p.m., in the Council Chambers.

0055 APPOINTMENT TO LIBRARY BOARD.

Mayor Figley appointed Caitlin Brown to serve as the Student Member of the Library Board with her term to expire on August 31, 2008.

NICHOLS/MCCALLUM... accept the appointment of Caitlin Brown to the Library Board. The motion passed unanimously.

Mayor Figley stated that she is still looking for a Student Member to serve on the Recreation and Park Board and will be working with School Principals to assist in obtaining names of high school seniors who may be interested in being a member of this Board.

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0092 CHAMBER OF COMMERCE REPORT.

Walt Blomberg, representing the Chamber of Commerce, stated that the Visitor's Center located at Woodburn Company Stores had 2,500 visitors during the month of August 2007. To date, the Center has had over 13,000 visitors since the first of the year and they are quickly approaching last year's total of 20,000 visitors.

He announced that the Greeter's Program is again being held on Friday mornings with this Friday's program being held at Chemeketa Community College at 7:30 a.m.. On September 19th, the Chamber will host a forum luncheon at Country Meadows Village at 12:00 noon with guest speaker being Britt Benson Steele from Wellspring Medical Center on the topic "Stress in the Workplace". Lastly, the Crystal Apple Awards will be held on November 2, 2007 with West Coast Bank being a Platinum Sponsor along with a number of other businesses sponsoring this event. It is an annual event honoring nominees from all of the surrounding area school districts including St. Luke's and MacLaren.

0149 WOODBURN SCHOOL DISTRICT REPORT.

Walt Blomberg, School Superintendent, stated that the School District has over 60 new teachers this year and they have started a Mentor Program in which 20 mentors will begin working with the new teachers. The District has also adopted a new Science Program this year at the middle school level which integrates English language literacy in with the science curriculum as a way of building writing and reading skills as they learn science. At the high school, the district has set-up a centralized reception area in the main foyer so that everyone who comes to the high school will have a central place to go to regardless of the school they want to reach. Lastly, a brand new District website will be up and running on October 1, 2007 which will be displayed in two languages with work taking place on including a third language.

**0209 LETTER FROM OREGON ECONOMIC AND COMMUNITY DEVELOPMENT
DEPARTMENT - COMMUNITY DEVELOPMENT BLOCK GRANT
APPROVAL.**

The City has been awarded a Community Development Block Grant in the amount of \$300,000 to be used toward Downtown Revitalization with contract documents to be submitted to the City in the near future for review and contract execution.

**0225 LETTER FROM U.S. DEPARTMENT OF JUSTICE - WEED AND SEED GRANT
APPROVAL.**

The City has also been awarded a Weed and Seed Grant from the federal Office of Justice Programs. This grant will provide up to \$1 million over a five year period with \$175,000 available for this year.

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0230 E-MAIL FROM DON BUTLER - W. Hayes Street.

Mayor Figley stated that following receipt of the e-mail, Administrator Brown has responded to Mr. Butler regarding status of West Hayes Street / Settlemier Avenue intersection improvements.

0274 CONSENT AGENDA.

A) approve Council regular and executive session minutes of August 13, 2007;
B) accept the Recreation and Park Board draft minutes of August 14, 2007;
C) accept the Special Planning Commission draft minutes of August 30, 2007;
D) accept the Planning Project Tracking Sheet dated September 6, 2007;
E) receive the Building Activity Report for August 2007;
F) receive the Community Services Department Statistics report for July 2007;
G) receive the Code Enforcement Statistics report for July and August 2007; and
H) receive the Police Department Statistics report for July and August 2007.
NICHOLS/SIFUENTEZ... adopt the Consent Agenda as presented. The motion passed unanimously.

0307 TABLED BUSINESS - ORDINANCE UPDATING AND REVISING THE PROCEDURES RELATED TO TREES WITHIN THE CITY OF WOODBURN, REPEALING ORDINANCE 1908, AND SETTING AN EFFECTIVE DATE.

COX/MCCALLUM ... proposed tree ordinance be removed from the table and put under General Business Item 11A. The motion passed unanimously.

0328 COUNCIL BILL NO. 2678 - ORDINANCE UPDATING AND REVISING THE PROCEDURES RELATED TO TREES WITHIN THE CITY OF WOODBURN, REPEALING ORDINANCE NO. 1908, AND SETTING AN EFFECTIVE DATE (Second Reading).

This bill was introduced at the last meeting, and after having two readings, was tabled until this meeting. Following a brief discussion, it was determined that the bill should have two readings at this meeting since the bill has been substantially amended since the time it was previously read.

Recorder Tennant read the two readings of the bill by title only since there were no objections from the Council.

Councilor Bjelland questioned if a certified arborist needs to be on-site when a tree is removed, pruned, or treated.

Administrator Brown stated that a certified arborist or someone working with or for a certified arborist would be doing the pruning. The intention is that someone who knows what they are doing would be pruning the street or park trees. The certified arborist would not necessarily be on-site but if the arborist has an employee working for them, they would have given the employee instructions as to the proper methods to prune the tree.

COUNCIL MEETING MINUTES SEPTEMBER 10, 2007

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Councilor Cox stated that some landscapers are not certified arborists and, once an arborist report has been submitted and a permit granted, it may be difficult to make sure that the arborist instructs the person doing the work on proper way to prune the specific tree or trees.

Administrator Brown stated that there is a wide spectrum of contractors in the area that have the Arborist certification.

Acting Director Rohman stated that contractors used by the City for any tree removal or pruning has Certified Arborist on staff who then provide direction to the crew.

Councilor McCallum stated that pruning is of some concern since some of the trees previously pruned had not been done with the idea of making it a better tree rather it has been to protect an overhead investment (utility lines).

Councilor Lonergan questioned if a homeowner could remove and/or prune a tree damaged from a storm.

Acting Director Rohman stated that the City will normally take care of street trees damaged by a storm.

Councilor Lonergan questioned if there was a time frame in which a tree would need to be replaced.

Acting Director Rohman stated that the tree will need to be replaced in a timely manner, however, staff will be looking at the time of the year and other conditions in which to determine when it will need to be replaced.

Administrator Brown stated that there is some permissiveness in this proposed ordinance since there may be other issues as to the location of a new tree in the right-of-way rather than replacement at the same location. He recommended that the Public Works Director be given the authority to set a time frame for the replacement.

City Attorney Shields stated that proposed ordinance does set an effective date of November 1, 2007 thereby giving the Public Works Department sufficient time to obtain the necessary forms to comply with the permit process.

On roll call vote for final passage, the bill passed unanimously. Mayor Figley declared Council Bill No. 2678 duly passed.

0634 **MILL CREEK GREENWAY GRANT AGREEMENT.**

The Oregon Parks and Recreation Department awarded the City with a \$210,000 grant to be used toward Phase I of the Mill Creek Greenway project which involves construction of a trail system, benches, trash receptacles, and replacement of the playground at Hermanson Park I. The project design work will begin this fall and construction beginning in the spring or early summer of 2008.

BJELLAND/MCCALLUM... authorize the City Administrator to enter into a Local Government Grant Agreement with the Oregon Parks and Recreation Department for the Mill Creek Greenway, Phase I, project. The motion passed unanimously.

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0643 OLCC LIQUOR LICENSE CHANGE OF OWNERSHIP - GROCERY OUTLET, 1575 MT. HOOD AVENUE.

Staff recommended approval of a liquor license change of ownership application submitted by Shannon Browning DBA: Grocery Outlet of Woodburn for an Off-Premises Sales license.

COX/LONERGAN... recommend to OLCC approval of a transfer of ownership liquor license application for Grocery Outlet. On roll call vote, the motion passed 5-1 with Councilor Nichols voting nay.

0670 ACCEPTANCE OF PUBLIC RIGHTS OF WAY - INDUSTRIAL WELDING SUPPLY (610 N. Pacific Highway and 1475 Aztec Drive).

Staff recommended acceptance of the public rights of way being conveyed to the City by Industrial Welding Supply as a condition of approval of Design Review Case No. 05-14. The additional 11 foot width of land will provide a 60 foot right-of-way on Aztec Drive adjacent to the property owned by Industrial Welding Supply Inc..

BJELLAND/SIFUENTEZ... accept the public rights of way as described on Attachments "A" and "B" in the agenda packet. The motion passed unanimously.

0685 REMOVAL OF TWO TREES AT 217 N. SECOND STREET.

NICHOLS/MCCALLUM... uphold staff's denial of the request to remove two poplar trees located at 217 N. Second Street.

Councilor Cox stated that this is an incident whereby the property owner has hired an arborist and the arborist report indicates that the trees should be removed. On the other hand, staff is recommending that the trees not be removed since they are healthy. He stated that the trees are overgrown and, according to the arborist report, the trees are unstable because much of the root system is under asphalt and/or concrete. He questioned staff as to why they did not follow the arborist's recommendation in this case. Acting Public Works Director Rohman stated that the arborist did say in the report that the tree was healthy, however, due to the location and the size of the trees, there was some potential for the trees to fall since roots are under the street and sidewalk. The hazard is greater in the winter months but the trees do lose their leaves in the winter thereby taking away some of the risks of failure.

Councilor Cox questioned if this request was brought before the Council since it is a proposed denial or if it was brought before the Council as part of an appeal process. Administrator Brown stated that the property owner disagrees with the staff's recommendation to deny and the owner has a right to address the Council before a final decision is made.

Councilor Lonergan stated that he used to own this house a couple of property owners before Mr. Ashland.

Tom Ashland, property owner, stated that he has been in landscaping for many years which includes mitigation of trees. He stated that the two Poplar trees were topped 40 or

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50 years ago, therefore, the trees have 20 or 30 central ears coming out of the main part of the tree. Those central ears are the main hazard in that they are more likely to break and cause damage. The longer the trees are allowed to stand, the more hazardous the condition since those central ears will be unable to withstand much more weight. If allowed to remove these trees, he would be replacing them with approved street trees and he requested that the Council think about how those replacement trees will look in that area after 20 years.

Councilor Cox stated that poplar trees are not on the approved list of trees to be planted in the right of way since this type of tree has some problem with being brittle and having evasive roots.

Councilor Lonergan stated that these trees do provide a lot of shade and beauty along Montgomery Street, however, he has seen large branches fall over the years. A wind storm came through the area yesterday and there were at least 45 branches that came off the tree. When an arborist report indicates that the trees are potentially dangerous, then consideration should be given for tree removal.

Mr. Ashland stated that his plan is to remove the two trees and replace them with approved street trees and to put root barrier along the street and sidewalk so that the new trees do not have a similar problem. Additionally, they would plant two more trees along Second Street. If allowed to remove the trees this fall, they would then poison the tree stumps since poplar trees do not naturally die and roots sprout up in the surrounding area. A few months later, they will grind out the stumps and plant new trees within the right of way. In any event, he would like to do corrective pruning in the hopes that the trees would be more stable but his preference is to remove the trees and replace them with approved street trees since the poplar trees are a potential hazard.

Councilor Nichols stated that he would withdraw his second if Councilor McCallum wanted to withdraw his motion.

Councilor McCallum stated that he did not want to withdraw his motion since the word used is 'potential' which could be applied to any tree within the City and he is more interested in the possibility of saving the trees.

Mr. Ashland stated that these are not normal trees because they were cut in half many years ago and the cutting previously made is the worse thing that can be done to a tree even though in the 1970's and 1980's it was thought to be the best thing that could be done to a tree. These trees will never be a stable tree because there is no central leader in the tree and the weight on the limbs will eventually cause those limbs to break.

Councilor Cox stated that these trees are approaching the end of their life span and when they get brittle and begin to rot, tree limbs will drop and create a hazardous situation.

It was noted that Mr. Ashland had obtained his own arborist report, however, the arborist report in the agenda packet was from the arborist the City hired to evaluate the trees.

Councilor Lonergan stated that when his family moved to the home next door to the property being discussed in 1959 those trees were fully established at that time.

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- 1152 On roll call vote on the motion to uphold the staff's denial of the request to remove the two popular trees, the motion failed 1-5 with Councilor McCallum voting aye. Councilor Cox stated that he would like to see a copy of the arborist report obtained by Mr. Ashland in addition to having a little time to view the trees so that he would feel more confident on making a decision on this issue.
COX/NICHOLS... table this issue for two weeks and, in the meantime, obtain the other arborist report and view the trees. The motion passed unanimously.

**1215 OREGON LIQUEFIED NATURAL GAS (LNG) PIPELINE PROJECT -
RESPONSE TO ENVIRONMENTAL IMPACT STATEMENT.**

BJELLAND/COX.... authorize Mayor Figley to sign a letter to respond to the Federal Energy Regulatory Commission regarding the potential impacts of locating a 30- to 36-inch diameter natural gas pipeline within the Woodburn Urban Growth Boundary. Councilor McCallum suggested that copies of the letter be sent to our State Senator, State Representative, U.S. Senate representatives, and Congressional representative Hooley. Councilor Cox expressed concern on how this proposed project is being presented to affected landowners.

Administrator Brown stated that staff has been keeping close watch on this proposed project since there is far too much at stake.

City Attorney Shields also stated that staff will look at what procedures or legal actions can be taken to intervene in that proceeding.

The motion passed unanimously.

1318 LEAGUE OF OREGON CITIES CONFERENCE BUSINESS MEETING.

BJELLAND/NICHOLS... appoint Councilor Sifuentez as the voting delegate to represent Woodburn at the League of Oregon Cities annual business meeting. The motion passed unanimously.

1329 PLANNING COMMISSION OR ADMINISTRATIVE LAND USE ACTION.

A) Planning Commission's Approval of Variance 2007-02, Design Review 2007-07, and Street Exception 2007-06, located at 2655 and 2665 Progress Way (Fleetwood Homes) - Allows Fleetwood Homes to display and sell manufactured homes on a portion of their property.

No action was taken by the Council to bring this matter up for review.

1352 CITY ADMINISTRATOR'S REPORT.

A) Administrator Brown stated that all of the recruitment brochures for an Assistant City Administrator have been sent out and advertisements have been placed in a variety of locations. As of today, he has already received 11 applications for the position and is hopeful that there will be a large number of applicants to select from. The closing date for this recruitment is October 15, 2007.

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B) In regards to a limited recruitment for a consulting firm to help with the re-advertising process for a new Public Works Director, he had sent out a Request for Proposal to eight firms but only two responded. Either one of these firms could do the work proposed, however, he was interested in contracting with a firm that had done a number of Public Works Director recruitments within the last three years since they may have a good base of potential applicants on file. Both firms turned in at least a dozen recruitments with one having a lot more experience in doing recruitments over the years. However, the price difference between the two firms were significant. He has been in contact with both firms and the lowest proposal, which includes all costs, is approximately \$10,000 and the other proposal is approximately \$17,500. He is in the process of completing reference checks and requested Council authorization to hire one of these two firms with a not to exceed contract amount of \$17,500 with the hope that he is able to enter into a contract with the firm that has proposed the lesser amount.

COX/MCCALLUM... authorize the City Administrator to enter into a contract with one of these two firms in an amount not to exceed \$17,500. The motion passed unanimously.

C) Administrator Brown stated that earlier in this meeting several staff members were thanked for their work on the Weed and Seed project, however, one individual overlooked was Recreation Services Manager Steve Patterson. He stated that Mr. Patterson has also accepted a position with another agency and will be leaving the City's employment at the end of September.

1550 **MAYOR AND COUNCIL REPORTS.**

Mayor Figley thanked all of the staff members, neighbors, and volunteers who worked on the North Front Street Playground project last Saturday. This was a very positive and fun event with Steve Patterson and Jim Row were instrumental in their efforts for organizing this construction project and all of their hard labor on the day of the event. She stated that neighborhood children also participated by shoveling bark chips down the pile for volunteers to spread around the new site and was impressed with the work ethic those children displayed.

Councilor McCallum stated that the property owned by ODOT near the interchange often times looks like a used car lot. He questioned if ODOT is monitoring the activity at the lot and, if not, can the City send them a letter to let them know about the number of vehicles parked on the property.

Chief Russell stated that he will see if there is a law that would apply regarding offering vehicles for sale adjacent to a City street even though it is a State Highway. Inmate work crews have done some work out there to keep the lot clean and staff will see what can be done to restrict vehicle sales on the property.

Councilor Bjelland acknowledged the Mayor, City Administrator, Betty Komp, and several other members from our community for attending the MWACT meeting last week. MWACT was asked to make a recommendation on how to deal with the apparent

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cost overrun on the Stayton-Sublimity interchange project and the consensus was to fund the project as designed and to pull money from other projects to pay for the cost overrun. After an extensive discussion, it was the consensus of MWACT to recommend that funds be pulled from three projects one of which was the Woodburn interchange project. Additionally, it was the consensus of MWACT to backfill these projects with future MWACT funds. There was also consensus to petition the Oregon Transportation Commission to look elsewhere for funds to make-up the shortfall but, given the fact that this is an MWACT project that has an overrun in addition to two other significant Oregon Transportation projects that are having funding difficulties let alone concerns about the federal government cutting back some of the money that Oregon had planned to receive from them, there is no extra money available. It would take an act of the State legislature or Congress to add money into the STIP process.

- 1891 Councilor Sifuentez invited the public to Cascade Park for an Open House to celebrate their 26th year in the Woodburn community. The event will be held on September 21st from 12:00 noon until 4:00 pm and activities will include tours and food.

1921 **EXECUTIVE SESSION.**

Mayor Figley entertained a motion to adjourn into executive session under the authority of ORS 192.660(2)(i).

NICHOLS/MCCALLUM... adjourn into executive session under the statutory authority cited by the Mayor. The motion passed unanimously.

The meeting adjourned to executive session at 8:05 p.m. and reconvened at 9:17 p.m..

- 1932 Mayor Figley stated that no action was taken by the Council while in executive session.

1949 **ADJOURNMENT.**

MCCALLUM/LONERGAN... meeting be adjourned. The motion passed unanimously. The meeting adjourned at 9:18 p.m..

APPROVED _____
KATHRYN FIGLEY, MAYOR

ATTEST _____
Mary Tennant, Recorder
City of Woodburn, Oregon

**Executive Session
COUNCIL MEETING MINUTES
September 10, 2007**

DATE. CONFERENCE ROOM, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, SEPTEMBER 10, 2007.

CONVENED. The Council met in executive session at 8:10 p.m. with Mayor Figley presiding.

ROLL CALL.

Mayor	Figley	Present
Councilor	Bjelland	Present
Councilor	Cox	Present
Councilor	Lonergan	Present
Councilor	McCallum	Present
Councilor	Nichols	Present
Councilor	Sifuentez	Present

Staff Present: City Attorney Shields (8:53 pm - 9:16 pm), City Recorder Tennant

Mayor Figley reminded the Councilors and staff that information discussed in executive session is not to be discussed with the public.

The executive session was called pursuant to ORS 192.660(2)(i) to review and evaluate, pursuant to standards, criteria and policy directives adopted by the governing body, the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member unless the person whose performance is being reviewed and evaluated requests an open hearing.

ADJOURNMENT.

The executive session adjourned at 9:16 p.m..

APPROVED _____
KATHRYN FIGLEY, MAYOR

ATTEST _____
Mary Tennant, Recorder
City of Woodburn, Oregon

WOODBURN PLANNING COMMISSION MEETING MINUTES
September 13, 2007

CONVENED The Planning Commission met in a regular session at 7:00 p.m. in City Hall Council Chambers with Vice-Chairperson Bandelow presiding.

Vice-Chairperson Bandelow questioned members of the Planning Commission having potential conflicts such as family, financial, or business relationship with any of the applicants or with regard to the project in question. If such a potential conflict exists, he asked whether the commissioner in question believes he or she is without actual bias or whether he or she would like to step down from the Planning Commission during the case. There were none.

Vice-Chairperson Bandelow announced: agenda is available at the back of the room. We will consider cases one at a time according to the order listed in the agenda. We will follow the hearing procedure outlined on the public hearing procedure board. All persons wishing to speak are requested to come to the podium and give their name and address. Any individuals speaking from other than the podium will not be recognized.

Vice-Chairperson Bandelow invited Commissioner Jennings to lead with the salute of the flag.

ROLL CALL

Chairperson	Lima	A
Vice Chairperson	Bandelow	P
Commissioner	GrosJacques	A
Commissioner	Vancil	P (Arrived at 7:10 pm)
Commissioner	Grigorieff	P
Commissioner	Hutchison	P
Commissioner	Jennings	P

Staff Present: Jim Allen – Community Development Director
 Sam Gollah – Associate Planner
 Marta Carrillo – Administrative Assistant

MINUTES

- A. Woodburn Planning Commission Meeting Minutes of August 30, 2007.**
Commissioner Jennings moved to accept the minutes. Commissioner Grigorieff seconded the motion, which unanimously carried.

BUSINESS FROM THE AUDIENCE

None.

COMMUNICATIONS

None.

Commissioner Vancil arrived at 7:10 pm to join the Planning Commission meeting.

PUBLIC HEARING

A. Design Review 2007-02, Kerr Construction, Inc. 395 Shenandoah Lane

Design Review (Type III) review to construct a 6,250 square foot steel building with a wash rack. The proposed building would be used for the storage of construction materials (signs, pipe, barriers, and material for construction) that are currently stored in containers on the property.

Community Development Director Allen read the applicable ORS.

Vice-Chairperson Bandelow asked if anyone had a conflict, exparte contact, or challenge.

Community Development Director Allen proceeded with the staff report, which was completed September 6, 2007 meeting the statutory requirement.

The property is located at 395 Shenandoah Lane and found the Marion County Tax Assessor's Map 051W05C tax lot #01000. The packet does include a map, but was not labeled Exhibit "A" and is referenced in the report.

The proposal is a design review to construct a 6,250 square feet steel building with a wash rack included. The proposed building will be used for storage construction material such as signs, pipes, barriers and materials for construction, which is currently stored in containers on the property. The staff report does include the applicable criteria related to the application.

Community Development Director Allen discussed Condition of Approval #4, which addresses the access drive from Shenandoah Lane to the industrial storage area entry and widening the width to 26 feet with no parking. He addressed Condition of Approval #5, which consists of paving at the minimum width of 26 feet of the access drive of the new industrial storage area. The existing drive into the parking lot is paved. Maintenance and storage yard is gravel drive. The loading space must be paved.

Vice-Chairperson Bandelow – the proposed wash area on Exhibit "A" is the section on the left.

Community Development Director Allen – yes, the wash area is at the west end the structure.

Community Development Director Allen was now available to answer questions from the Planning Commission.

Vice-Chairperson Bandelow invited the applicant for testimony.

Travis Norby, applicant Kerr Contractors, Inc. 395 Shenandoah Lane, Woodburn, OR 97071, applicant. Norby stated that Kerr Contractors, Inc. had built a retaining wall to help support the access way and the road measures 25 feet. The driveway has a shoulder on both sides, but is not paved. Conditional of Approval #10 pertains to the parking required with the building and the loading space. Norby stated that currently 40 parking spaces exist on the property for the size of the shop and small office. There would be no need to pave the gravel due to no additional parking needed. Addressing Condition of Approval #5 with regards to paving, it would be difficult to maintain the area paved due to the size of tracked vehicles entering that specific area. Currently, signs exist and depict directional for parking areas.

Vice-Chairperson Bandelow asked about the parking spaces required and the current parking area.

Norby – showed in a diagram the amount of parking that currently exists and the required spaces for the wash area.

Vice-Chairperson Bandelow asked staff about the additional required parking and meeting the Woodburn Development Ordinance requirements.

Community Development Director Allen stated the staff report is based on what was requested on the application. That area wasn't evaluated because it was not submitted for review. If the applicant had submitted the information for that area to be evaluated it could have been considered. If the applicant desires other areas to be evaluated for consistency with WDO standards those areas would also need to comply with the WDO.

Vice-Chairperson Bandelow stated that the Planning Commission cannot consider the additional parking because it wasn't submitted in the application.

Norby – stated that the two (2) additional parking spaces to be paved would not be used for anything other than tracked vehicles.

Community Development Director Allen stated that the condition is requiring the access way to be paved as well as the two (2) required paved parking spaces.

Tim Kerr, Kerr Contractors, Inc., property owner, stated that paving the access way was not feasible for the type of business on the property.

Commissioner Jennings asked the applicant about issues with paving the additional ½ foot on each side of the access way.

Kerr stated that the slope on the access road currently causes an over fill of water. In order to effectively widen the access way to meet the 26' required access width, the project would require the tear down of the retaining wall to make it level.

Community Development Director Allen stated that a reduction on the driveway width would require a variance application per the Woodburn Development Ordinance.

Vice-Chairperson Bandelow inquired about the process, if submitting a variance application attached to the current application.

Community Development Director Allen stated that the issue will be addressed with the current application submitted or with the future project proposed with a variance application. The previous Woodburn Development Ordinance stated that the maximum width was 26 feet for the Commercial zoned areas and minimum 24 feet in a Residential area.

Commissioner Vancil asked about an expedient way to comply with the WDO and not require the applicant to add the paving on the access way.

Community Development Director Allen any type of land use application that would grant a waiver from paving the access way would require a variance application and reviewed by the Planning Commission as a part of the project.

Community Development Director Allen stated that the staff report included the Ordinance provision requiring: All officials, departments, employees (including contractor-officials), of the City vested with authority to issue permits or grant approvals shall adhere to and require conformance with the WDO, and shall issue no permit or grant approval for any development or use which violates or fails to comply with conditions or standards imposed to carry out the WDO. [Reference: WDO Section 1.101.04.]

The submittal of a variance would rectify the situation. An option to the situation would be a Zoning Adjustment application, when submitted with other applications, does come before the Planning Commission. Another option would be to grant the approval with the conditions of approval, with the modifications, or submit a Modification of Conditions.

Vice-Chairperson Bandelow invited proponents of the application. None.

Vice-Chairperson Bandelow invited opponents of the application. None.

Vice-Chairperson Bandelow left the hearing open for further discussion amongst the Planning Commission, staff and the applicant.

Community Development Director Allen stated that the provisions for the Zoning Adjustment do not address the drive access width, but a variance application would be the option. The Grandfather clause is not an option because if the use exists it can continue as it were previous to Woodburn Development Ordinance, but when there is a change to the land use the applicant would need to comply with the current standards.

Vice-Chairperson Bandelow asked about the proposed start date of the project.

Kerr stated that currently they have proposals and drawings from architects for the future project and the current project is ready to start now. He requested clarification of the variance application materials to be submitted.

Community Development Director Allen stated that the variance application would be for the 26 foot access driveway to the storage building and the required parking spaces and it can be part of the modification. The Planning Commission approves the final order as is and the applicant appeals, then City Council will review the appeal under the same ordinance. The other option would be to withdraw this application or leave the hearing open for a continuance in order to provide information to support the proposal presented at the Planning Commission meeting.

Vice-Chairperson Bandelow closed the hearing.

Commissioner Jennings made a motion to approve Design Review 2007-02 with conditions of approval, seconded by Commissioner Grigorieff, motion passed.

ROLL CALL

Chairperson	Lima	---
Vice Chairperson	Bandelow	yes
Commissioner	GrosJacques	---
Commissioner	Vancil	yes
Commissioner	Grigorieff	yes
Commissioner	Hutchison	yes
Commissioner	Jennings	yes

ITEMS FOR ACTION

Commissioner Jennings made a motion to approve the Final Order for Design Review 2007-02 with conditions of approval, seconded by Commissioner Hutchison, motion passed.

DISCUSSION ITEMS

Commissioner Vancil stated that the Woodburn Development Ordinance needs to be reviewed in the future with regards to paving areas, storage areas, etc.

Community Development Director Allen commented that the design issues are more discretionary for the Planning Commission, but streets and driveways are straight forward.

REPORTS

- A. Planning Tracking Sheet. No comments made.
- B. Building Report for August 2007. No comments made.
- C. Planning Activity Report for August 24 through September 7, 2007.

Community Development Director Allen stated that the packets will be available on September 21, 2007 for the Welkin Engineering project.

Community Development Director Allen announced and presented the new associate planner, Sam Gollah.

BUSINESS FROM THE COMMISSION

ADJOURNMENT

Commissioner Jennings moved to adjourn the meeting, Commissioner Griegorieff seconded the motion, which unanimously carried. Meeting adjourned at 8:25 pm.

APPROVED _____
CLAUDIO LIMA, CHAIRPERSON Date

ATTEST _____
Jim Allen Date
Community Development Director
City of Woodburn, Oregon

CHECK #	CHECK DATE	PAYEE NAME	STATUS	STATUS DATE	UPDATED	CHECK AMOUNT	RECONCILED AMT	DIFFERENCE
BANK ACCOUNT: AP A/P Accounts Payable								
89755	8/31/2007	MIKE ARAIZA	RECONCILED	9/10/2007	YES	250.00	250.00	.00
89756	8/31/2007	A.C. GILBERT DISCOVERY VI	RECONCILED	9/10/2007	YES	157.50	157.50	.00
89757	8/03/2007	ACE CHEMICAL TOILETS	RECONCILED	9/10/2007	YES	193.50	193.50	.00
89758	8/03/2007	ALEXIN ANALYTICAL LAB INC	RECONCILED	9/10/2007	YES	140.00	140.00	.00
89759	8/03/2007	ALLIED WASTE SERVICES #45	RECONCILED	9/10/2007	YES	808.25	808.25	.00
89760	8/03/2007	ANIXTER INC	RECONCILED	9/10/2007	YES	4,253.82	4,253.82	.00
89761	8/03/2007	ARAMARK UNIFORM SERVICE I	RECONCILED	9/10/2007	YES	209.15	209.15	.00
89762	8/03/2007	ASSOCIATED BUSINESS SYSTE	RECONCILED	9/10/2007	YES	17.19	17.19	.00
89763	8/03/2007	ATHLETIC REPAIR SERVICE I	RECONCILED	9/10/2007	YES	2,354.01	2,354.01	.00
89764	8/03/2007	BATTERIES WHOLESALE	RECONCILED	9/10/2007	YES	175.20	175.20	.00
89765	8/03/2007	BI-MART CORPORATION	RECONCILED	9/10/2007	YES	86.25	86.25	.00
89766	8/03/2007	BLACKSTONE AUDIOBOOKS	RECONCILED	9/10/2007	YES	110.32	110.32	.00
89767	8/03/2007	BLUMENTHAL UNIFORM & EQUI	RECONCILED	9/10/2007	YES	195.97	195.97	.00
89768	8/03/2007	BOLDT, CARLISLE & SMITH L	RECONCILED	9/10/2007	YES	1,475.00	1,475.00	.00
89769	8/03/2007	BRODART CO	RECONCILED	9/10/2007	YES	399.10	399.10	.00
89770	8/03/2007	CANBY TELECOM	RECONCILED	9/10/2007	YES	19.95	19.95	.00
89771	8/03/2007	CDW GOVERNMENT INC	RECONCILED	9/10/2007	YES	1,631.23	1,631.23	.00
89772	8/03/2007	CENTER POINT LARGE PRINT	RECONCILED	9/10/2007	YES	35.94	35.94	.00
89773	8/03/2007	CERRY CITY ELECTRIC INC	RECONCILED	9/10/2007	YES	155.00	155.00	.00
89774	8/03/2007	COLUMBIA ANALYTICAL SERV	RECONCILED	9/10/2007	YES	308.00	308.00	.00
89775	8/03/2007	DAILY JOURNAL OF COMMERCE	RECONCILED	9/10/2007	YES	271.63	271.63	.00
89776	8/03/2007	DAVID TORGESON	RECONCILED	9/10/2007	YES	25.92	25.92	.00
89777	8/03/2007	DELL MARKETING LP	RECONCILED	9/10/2007	YES	32,233.30	32,233.30	.00
89778	8/03/2007	DIRECT LABOR INC	RECONCILED	9/10/2007	YES	3,132.00	3,132.00	.00
89779	8/03/2007	EVAN THOMAS	RECONCILED	9/10/2007	YES	195.00	195.00	.00
89780	8/03/2007	FISHER'S SUPPLY INC	RECONCILED	9/10/2007	YES	615.00	615.00	.00
89781	8/03/2007	GRAINGER INC	RECONCILED	9/10/2007	YES	213.14	213.14	.00
89782	8/03/2007	INGRAM DIST GROUP	RECONCILED	9/10/2007	YES	318.32	318.32	.00
89783	8/03/2007	ISOLUTIONS CONSULTING INC	RECONCILED	9/10/2007	YES	625.00	625.00	.00
89784	8/03/2007	JACK RAWLINGS	RECONCILED	9/10/2007	YES	150.05	150.05	.00
89785	8/03/2007	JET HEATING INC	RECONCILED	9/10/2007	YES	849.71	849.71	.00
89786	8/03/2007	KERR CONTRACTORS INC	RECONCILED	9/10/2007	YES	81,894.75	81,894.75	.00
89787	8/03/2007	MOORE IACOGANO GOLTSMAN I	RECONCILED	9/10/2007	YES	1,808.01	1,808.01	.00
89788	8/03/2007	NEW WORLD SYSTEMS	RECONCILED	9/10/2007	YES	2,000.00	2,000.00	.00
89789	8/03/2007	NORTHWEST BIOSOLIDS MGMT	RECONCILED	9/10/2007	YES	275.00	275.00	.00
89790	8/03/2007	NORTHWEST NATURAL GAS	RECONCILED	9/10/2007	YES	629.32	629.32	.00
89791	8/03/2007	OFFICE DEPOT	RECONCILED	9/10/2007	YES	196.51	196.51	.00
89792	8/03/2007	PARKER NORTHWEST PAVING	RECONCILED	9/10/2007	YES	121,282.00	121,282.00	.00
89793	8/03/2007	PAUL'S POWER EQUIPMENT &	RECONCILED	9/10/2007	YES	383.94	383.94	.00
89794	8/03/2007	PORTLAND GENERAL ELECTRIC	RECONCILED	9/10/2007	YES	34,563.31	34,563.31	.00
89795	8/03/2007	QWEST	RECONCILED	9/10/2007	YES	790.00	790.00	.00
89796	8/03/2007	ALL AMERICAN SPORTS CORP	RECONCILED	9/10/2007	YES	3,599.92	3,599.92	.00
89797	8/03/2007	ROD'S HANDYMAN SERVICE IN	RECONCILED	9/10/2007	YES	605.00	605.00	.00
89798	8/03/2007	S.O.S. LOCK SERVICE	RECONCILED	9/10/2007	YES	3.00	3.00	.00
89799	8/03/2007	CRYSTAL AND SIERRA SPRING	RECONCILED	9/10/2007	YES	172.12	172.12	.00
89801	8/03/2007	SPRINT	RECONCILED	9/10/2007	YES	71.99	71.99	.00
89802	8/03/2007	THOMSON GALE	RECONCILED	9/10/2007	YES	156.48	156.48	.00
89803	8/03/2007	THREE SON'S CONCRETE	RECONCILED	9/10/2007	YES	3,370.00	3,370.00	.00
89804	8/03/2007	U.S. BANK	RECONCILED	9/10/2007	YES	1,129.28	1,129.28	.00
89805	8/03/2007	USA SECURITY	RECONCILED	9/10/2007	YES	74.85	74.85	.00
89806	8/03/2007	VWR INTERNATIONAL INC	RECONCILED	9/10/2007	YES	113.91	113.91	.00
89807	8/03/2007	WILLAMETTE BROADBAND	RECONCILED	9/10/2007	YES	317.23	317.23	.00

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89810	8/03/2007	XEROX CORPORATION	RECONCILED	9/10/2007	YES	285.44	285.44	.00
89811	8/03/2007	YES GRAPHICS	RECONCILED	9/10/2007	YES	437.50	437.50	.00
89812	8/03/2007	ZEPHYR BROWN	RECONCILED	9/10/2007	YES	150.00	150.00	.00
89813	8/03/2007	3M WEAS8874	RECONCILED	9/10/2007	YES	1,051.91	1,051.91	.00
89814	8/31/2007	HOTEL PONTCHARTRAIN	RECONCILED	9/10/2007	YES	460.00	460.00	.00
89815	8/31/2007	OREGON COAST AQUARIUM	RECONCILED	9/10/2007	YES	347.50	347.50	.00
89816	8/31/2007	VALLEY MAILING SERVICE IN	RECONCILED	9/10/2007	YES	658.80	658.80	.00
89817	8/10/2007	AKULINA KARPOVA SKOROHOD	RECONCILED	9/10/2007	YES	60.00	60.00	.00
89818	8/10/2007	ALLIED WASTE SERVICES #45	RECONCILED	9/10/2007	YES	1,280.35	1,280.35	.00
89819	8/10/2007	AMAZON.COM CREDIT	RECONCILED	9/10/2007	YES	442.72	442.72	.00
89820	8/10/2007	ANIXTER INC	RECONCILED	9/10/2007	YES	1,756.51	1,756.51	.00
89821	8/10/2007	APSCO INC	RECONCILED	9/10/2007	YES	1,605.52	1,605.52	.00
89822	8/10/2007	ARAMARK UNIFORM SERVICE I	RECONCILED	9/10/2007	YES	102.62	102.62	.00
89823	8/10/2007	ARCH WIRELESS	RECONCILED	9/10/2007	YES	122.23	122.23	.00
89824	8/10/2007	AT & T	RECONCILED	9/10/2007	YES	30.17	30.17	.00
89825	8/10/2007	BOONES FERRY ELECTRIC INC	RECONCILED	9/10/2007	YES	992.87	992.87	.00
89826	8/10/2007	BRODART CO	RECONCILED	9/10/2007	YES	1,277.76	1,277.76	.00
89827	8/10/2007	CITY OF CANBY	RECONCILED	9/10/2007	YES	1,410.00	1,410.00	.00
89828	8/10/2007	COOL TEMP	RECONCILED	9/10/2007	YES	145.00	145.00	.00
89829	8/10/2007	D CERAMICS	RECONCILED	9/10/2007	YES	79.00	79.00	.00
89830	8/10/2007	D CERAMICS	RECONCILED	9/10/2007	YES	25.00	25.00	.00
89831	8/10/2007	DAILY JOURNAL OF COMMERCE	RECONCILED	9/10/2007	YES	334.60	334.60	.00
89832	8/10/2007	DAVISON COMMUNICATIONS	RECONCILED	9/10/2007	YES	149.04	149.04	.00
89833	8/10/2007	DEMCO INC	RECONCILED	9/10/2007	YES	632.99	632.99	.00
89834	8/10/2007	DHS HEALTH SERVICES	RECONCILED	9/10/2007	YES	70.00	70.00	.00
89835	8/10/2007	DIRECT LABOR INC	RECONCILED	9/10/2007	YES	1,740.00	1,740.00	.00
89836	8/10/2007	EASTSTREET ONLINE SERVICE	RECONCILED	9/10/2007	YES	168.00	168.00	.00
89837	8/10/2007	ELR TRUCKING	RECONCILED	9/10/2007	YES	25.00	25.00	.00
89838	8/10/2007	FARMERS TOILET CO	RECONCILED	9/10/2007	YES	75.00	75.00	.00
89839	8/10/2007	FASIGNS	RECONCILED	9/10/2007	YES	811.03	811.03	.00
89840	8/10/2007	FEDERAL EXPRESS CORP	RECONCILED	9/10/2007	YES	229.44	229.44	.00
89841	8/10/2007	FIRST STUDENT INC	RECONCILED	9/10/2007	YES	575.00	575.00	.00
89842	8/10/2007	FOOD SERVICES OF AMERICA	RECONCILED	9/10/2007	YES	349.61	349.61	.00
89843	8/10/2007	GENERAL ELECTRIC CAPITAL	RECONCILED	9/10/2007	YES	215.89	215.89	.00
89844	8/10/2007	GUILDRAFT	RECONCILED	9/10/2007	YES	56.55	56.55	.00
89845	8/10/2007	G4 CONSULTING INC	RECONCILED	9/10/2007	YES	175.00	175.00	.00
89846	8/10/2007	HD SUPPLY WATERWORKS LTD	RECONCILED	9/10/2007	YES	1,754.35	1,754.35	.00
89847	8/10/2007	INDUSTRIAL MACHINING & FA	RECONCILED	9/10/2007	YES	2,790.00	2,790.00	.00
89848	8/10/2007	INGRAM DIST GROUP	RECONCILED	9/10/2007	YES	844.86	844.86	.00
89849	8/10/2007	ITT FLYGT CORPORATION	RECONCILED	9/10/2007	YES	1,461.90	1,461.90	.00
89850	8/10/2007	J. THAYER COMPANY	RECONCILED	9/10/2007	YES	956.57	956.57	.00
89851	8/10/2007	JET HEATING INC	RECONCILED	9/10/2007	YES	295.43	295.43	.00
89852	8/10/2007	KATHY WARNER	RECONCILED	9/10/2007	YES	33.86	33.86	.00
89853	8/10/2007	KNOER SYSTEMS INC	RECONCILED	9/10/2007	YES	252.33	252.33	.00
89854	8/10/2007	LES SCHWAB TIRE CENTER	RECONCILED	9/10/2007	YES	282.92	282.92	.00
89855	8/10/2007	LINCOLN EQUIPMENT CO	RECONCILED	9/10/2007	YES	31.76	31.76	.00
89856	8/10/2007	MARION COUNTY CLERK	RECONCILED	9/10/2007	YES	48.25	48.25	.00
89857	8/10/2007	MARS COMPANY	RECONCILED	9/10/2007	YES	89.49	89.49	.00
89858	8/10/2007	MOORE MEDICAL LLC	RECONCILED	9/10/2007	YES	153.14	153.14	.00
89859	8/10/2007	NATASHA RYDER	RECONCILED	9/10/2007	YES	104.00	104.00	.00
89860	8/10/2007	NEOPOST	RECONCILED	9/10/2007	YES	1,000.00	1,000.00	.00

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89862	8/10/2007	NEXTEL COMMUNICATIONS	RECONCILED	9/10/2007	YES	495.02	495.02	.00
89863	8/10/2007	NORTHWEST NATURAL GAS	RECONCILED	9/10/2007	YES	2,668.64	2,668.64	.00
89864	8/10/2007	TURNBERG SCIENTIFIC	RECONCILED	9/10/2007	YES	301.03	301.03	.00
89865	8/10/2007	OFFICE DEPOT	RECONCILED	9/10/2007	YES	53.63	53.63	.00
89866	8/10/2007	OFFICE DEPOT	RECONCILED	9/10/2007	YES	98.44	98.44	.00
89867	8/10/2007	OR DEPT OF MOTOR VEHICLE	RECONCILED	9/10/2007	YES	26.00	26.00	.00
89868	8/10/2007	OR PLANNING INSTITUTE	RECONCILED	9/10/2007	YES	160.00	160.00	.00
89870	8/10/2007	OREGON BOOKBINDING CO	RECONCILED	9/10/2007	YES	70.00	70.00	.00
89871	8/10/2007	OREGON CITY TRAVEL	RECONCILED	9/10/2007	YES	877.99	877.99	.00
89872	8/10/2007	ORIENTAL TRADING CO INC	RECONCILED	9/10/2007	YES	23.91	23.91	.00
89873	8/10/2007	PETROCARD	RECONCILED	9/10/2007	YES	5,361.41	5,361.41	.00
89874	8/10/2007	PORTLAND GENERAL ELECTRIC	RECONCILED	9/10/2007	YES	46,758.08	46,758.08	.00
89875	8/10/2007	QWEST	RECONCILED	9/10/2007	YES	1,975.44	1,975.44	.00
89876	8/10/2007	RADIX CORPORATION	RECONCILED	9/10/2007	YES	204.00	204.00	.00
89877	8/10/2007	S&S WORLDWIDE INC	RECONCILED	9/10/2007	YES	367.81	367.81	.00
89878	8/10/2007	SAFEMART STORES	RECONCILED	9/10/2007	YES	100.00	100.00	.00
89879	8/10/2007	SCHETKY NORTHWEST SALES	RECONCILED	9/10/2007	YES	82.15	82.15	.00
89880	8/10/2007	SHELLY CHAPIN	RECONCILED	9/10/2007	YES	50.00	50.00	.00
89881	8/10/2007	SHOWCASSES	RECONCILED	9/10/2007	YES	171.72	171.72	.00
89882	8/10/2007	SOIL MOISTURE EQUIPMENT C	RECONCILED	9/10/2007	YES	372.64	372.64	.00
89883	8/10/2007	SONITROL	RECONCILED	9/10/2007	YES	110.00	110.00	.00
89884	8/10/2007	SPORTS SUPPLY GROUP INC	RECONCILED	9/10/2007	YES	147.40	147.40	.00
89885	8/10/2007	STATSMAN-JOURNAL NEWSPAP	RECONCILED	9/10/2007	YES	19.20	19.20	.00
89886	8/10/2007	TESTAMERICA ANALYTICAL TE	RECONCILED	9/10/2007	YES	1,221.79	1,221.79	.00
89887	8/10/2007	TOM HEMPEL MFG	RECONCILED	9/10/2007	YES	809.95	809.95	.00
89888	8/10/2007	UNITED STATES POSTAL SERV	RECONCILED	9/10/2007	YES	1,000.00	1,000.00	.00
89889	8/10/2007	WATER GEAR INC	RECONCILED	9/10/2007	YES	62.52	62.52	.00
89890	8/10/2007	WBN COMMUNITY ACCESS TV I	RECONCILED	9/10/2007	YES	1,500.00	1,500.00	.00
89891	8/10/2007	WILLAMETTE VALLEY SECURIT	RECONCILED	9/10/2007	YES	59.85	59.85	.00
89892	8/10/2007	WILLAMETTE VALLEY SOCCER	RECONCILED	9/10/2007	YES	500.00	500.00	.00
89893	8/10/2007	WOODBURN YOUTH FOOTBALL A	RECONCILED	9/10/2007	YES	59.50	59.50	.00
89894	8/10/2007	XEROX CORPORATION	RECONCILED	9/10/2007	YES	122.42	122.42	.00
89895	8/10/2007	YES GRAPHICS	RECONCILED	9/10/2007	YES	116.90	116.90	.00
89896	8/10/2007	YES GRAPHICS	RECONCILED	9/10/2007	YES	19.70	19.70	.00
89897	8/31/2007	SHAWNA J BIRNING	RECONCILED	9/10/2007	YES	557.17	557.17	.00
89898	8/31/2007	CONNIE D ZOLLNER	RECONCILED	9/10/2007	YES	416.80	416.80	.00
89899	8/31/2007	STEVEN SLOAN	RECONCILED	9/10/2007	YES	1,200.00	1,200.00	.00
89900	8/31/2007	DUANE BARRICK	RECONCILED	9/10/2007	YES	400.00	400.00	.00
89901	8/31/2007	G. S. FRANK TIWARI	RECONCILED	9/10/2007	YES	12,500.00	12,500.00	.00
89903	8/31/2007	WORLD FORESTRY CENTER	RECONCILED	9/10/2007	YES	175.00	175.00	.00
89904	8/31/2007	VALLEY MAILING SERVICE IN	RECONCILED	9/10/2007	YES	806.40	806.40	.00
89905	8/17/2007	ALEXIN ANALYTICAL LAB INC	RECONCILED	9/10/2007	YES	444.00	444.00	.00
89906	8/17/2007	ALL OUT FIRE & SAFETY INC	RECONCILED	9/10/2007	YES	1,067.35	1,067.35	.00
89907	8/17/2007	ANIXTER INC	RECONCILED	9/10/2007	YES	107.49	107.49	.00
89908	8/17/2007	ARAMARK UNIFORM SERVICES	RECONCILED	9/10/2007	YES	683.80	683.80	.00
89909	8/17/2007	ARAMARK UNIFORM SERVICES I	RECONCILED	9/10/2007	YES	100.15	100.15	.00
89910	8/17/2007	AWARDS AND ATHLETICS	RECONCILED	9/10/2007	YES	383.25	383.25	.00
89911	8/17/2007	BLUMENTHAL UNIFORM & EQUI	RECONCILED	9/10/2007	YES	113.98	113.98	.00
89912	8/17/2007	BRENDA WILLIAMS	RECONCILED	9/10/2007	YES	49.97	49.97	.00
89913	8/17/2007	CAPITAL PAINT & DECORATIN	RECONCILED	9/10/2007	YES	234.99	234.99	.00
89914	8/17/2007	CARQUEST AUTO PARTS	RECONCILED	9/10/2007	YES	37.19	37.19	.00
89915	8/17/2007	CDW GOVERNMENT INC	RECONCILED	9/10/2007	YES	614.60	614.60	.00

CHECK #	CHECK DATE	PAYEE NAME	STATUS	STATUS DATE	UPDATED	CHECK AMOUNT	RECONCILED AMT	DIFFERENCE
89916	8/17/2007	CH2M-HILL INC	RECONCILED	9/10/2007	YES	2,176.66	2,176.66	.00
89917	8/17/2007	CIS: CITY-CITY INS SERVS	RECONCILED	9/10/2007	YES	2,133.20	2,133.20	.00
89919	8/17/2007	COLLEGIATE PACIFIC	RECONCILED	9/10/2007	YES	326.99	326.99	.00
89920	8/17/2007	CONOCOPHILLIPS COMPANY	RECONCILED	9/10/2007	YES	1,813.45	1,813.45	.00
89921	8/17/2007	COOKE STATIONERY COMPANY	RECONCILED	9/10/2007	YES	268.14	268.14	.00
89922	8/17/2007	CRANE & MERSETH INC	RECONCILED	9/10/2007	YES	4,597.45	4,597.45	.00
89923	8/17/2007	CUES	RECONCILED	9/10/2007	YES	236.68	236.68	.00
89924	8/17/2007	DAVISON AUTO PARTS	RECONCILED	9/10/2007	YES	103.45	103.45	.00
89925	8/17/2007	DELL MARKETING LP	RECONCILED	9/10/2007	YES	7,438.98	7,438.98	.00
89926	8/17/2007	DELUXE BUSINESS CHECKS	RECONCILED	9/10/2007	YES	993.14	993.14	.00
89927	8/17/2007	DEPT OF ENVIRONMENTAL QUA	RECONCILED	9/10/2007	YES	954,580.00	954,580.00	.00
89928	8/17/2007	DOROTHY THARALSON	RECONCILED	9/10/2007	YES	60.00	60.00	.00
89929	8/17/2007	EL HISPANIC NEWS	RECONCILED	9/10/2007	YES	100.57	100.57	.00
89930	8/17/2007	ELENA E BOGDANOVICH PH.D	RECONCILED	9/10/2007	YES	94.10	94.10	.00
89931	8/17/2007	ENGELMAN ELECTRIC INC	RECONCILED	9/10/2007	YES	118.30	118.30	.00
89932	8/17/2007	ERNIE GRAHAM OIL INC	RECONCILED	9/10/2007	YES	89.60	89.60	.00
89933	8/17/2007	FCS GROUP	RECONCILED	9/10/2007	YES	80.00	80.00	.00
89934	8/17/2007	FIRST STUDENT INC	RECONCILED	9/10/2007	YES	273.25	273.25	.00
89935	8/17/2007	G.K. MACHINE INC	RECONCILED	9/10/2007	YES	19.84	19.84	.00
89936	8/17/2007	G.W. HARDWARE CENTER	RECONCILED	9/10/2007	YES	4.29	4.29	.00
89937	8/17/2007	GRAINGER INC	RECONCILED	9/10/2007	YES	70.61	70.61	.00
89939	8/17/2007	HARPER,HOUF,PETERSON,RIGH	RECONCILED	9/10/2007	YES	9,327.00	9,327.00	.00
89940	8/17/2007	HARRINGTON INDUSTRIAL PLA	RECONCILED	9/10/2007	YES	214.24	214.24	.00
89941	8/17/2007	HOFFMAN, HART & WAGNER LL	RECONCILED	9/10/2007	YES	235.80	235.80	.00
89942	8/17/2007	HYDRO-TECH LANDSCAPE	RECONCILED	9/10/2007	YES	2,200.00	2,200.00	.00
89943	8/17/2007	IKON OFFICE SOLUTIONS	RECONCILED	9/10/2007	YES	491.25	491.25	.00
89944	8/17/2007	INDUSTRIAL SUPPLY CO	RECONCILED	9/10/2007	YES	2,141.36	2,141.36	.00
89945	8/17/2007	INSIDE THE TAPE	RECONCILED	9/10/2007	YES	250.00	250.00	.00
89946	8/17/2007	JULIE MOORE	RECONCILED	9/10/2007	YES	84.79	84.79	.00
89947	8/17/2007	KERR CONTRACTORS INC	RECONCILED	9/10/2007	YES	4,310.25	4,310.25	.00
89948	8/17/2007	KJM PROGRAM & CONSTRUCTION	RECONCILED	9/10/2007	YES	751.57	751.57	.00
89949	8/17/2007	LATIN AMERICAN CLUB	RECONCILED	9/10/2007	YES	1,443.00	1,443.00	.00
89950	8/17/2007	LAWRENCE PARADIS	RECONCILED	9/10/2007	YES	325.00	325.00	.00
89951	8/17/2007	LEAGUE OF OREGON CITIES	RECONCILED	9/10/2007	YES	300.00	300.00	.00
89952	8/17/2007	LES SCHWAB TIRE CENTER	RECONCILED	9/10/2007	YES	961.08	961.08	.00
89953	8/17/2007	LOWE'S TROPHY	RECONCILED	9/10/2007	YES	21.00	21.00	.00
89954	8/17/2007	M & M AUTO WRECKING INC	RECONCILED	9/10/2007	YES	85.50	85.50	.00
89955	8/17/2007	MCQUIRE BEARING CO	RECONCILED	9/10/2007	YES	22.76	22.76	.00
89956	8/17/2007	MOORE MEDICAL LLC	RECONCILED	9/10/2007	YES	62.70	62.70	.00
89957	8/17/2007	OFFICE DEPOT	RECONCILED	9/10/2007	YES	445.18	445.18	.00
89958	8/17/2007	ONE CALL CONCEPTS INC	RECONCILED	9/10/2007	YES	100.80	100.80	.00
89959	8/17/2007	OR DEPT OF ADMINISTRATIVE	RECONCILED	9/10/2007	YES	1,625.28	1,625.28	.00
89961	8/17/2007	OR PLANNING INSTITUTE	RECONCILED	9/10/2007	YES	280.00	280.00	.00
89962	8/17/2007	OR RECREATION & PARKS ASS	RECONCILED	9/10/2007	YES	200.00	200.00	.00
89963	8/17/2007	OREGON CITY TRAVEL	RECONCILED	9/10/2007	YES	583.60	583.60	.00
89964	8/17/2007	OREGON STATE LIBRARY	RECONCILED	9/10/2007	YES	973.00	973.00	.00
89965	8/17/2007	PACIFIC SOFTWARE ASSOC	RECONCILED	9/10/2007	YES	1,688.80	1,688.80	.00
89966	8/17/2007	PORTLAND GENERAL ELECTRIC	RECONCILED	9/10/2007	YES	178.71	178.71	.00
89967	8/17/2007	PORTLAND GENERAL ELECTRIC	RECONCILED	9/10/2007	YES	93.54	93.54	.00
89968	8/17/2007	PRIMA OREGON CHAPTER	RECONCILED	9/10/2007	YES	195.00	195.00	.00
89969	8/17/2007	PUBLIC WORKS SUPPLY INC	RECONCILED	9/10/2007	YES	110.00	110.00	.00
89970	8/17/2007	PUMP TECH SYSTEMS INC	RECONCILED	9/10/2007	YES	73.35	73.35	.00
89971	8/17/2007	RADIO SHACK CORPORATION	RECONCILED	9/10/2007	YES	27.98	27.98	.00

CITY OF WOODBURN
CHECK REGISTER

WOODBURN LIVE
DATE 9/14/07
TIME 10:20:29

CHECK #	CHECK DATE	PAYEE NAME	STATUS	STATUS DATE	UPDATED	CHECK AMOUNT	RECONCILED AMT	DIFFERENCE
89972	8/17/2007	S&S WORLDWIDE INC	RECONCILED	9/10/2007	YES	19.99	19.99	.00
89973	8/17/2007	S&S WORLDWIDE INC	RECONCILED	9/10/2007	YES	3,302.97	3,302.97	.00
89974	8/17/2007	SILVERTON HOSPITAL	RECONCILED	9/10/2007	YES	36.80	36.80	.00
89975	8/17/2007	SILVERTON RACE MANAGEMENT	RECONCILED	9/10/2007	YES	521.00	521.00	.00
89976	8/17/2007	SPRIDON RACE MANAGEMENT	RECONCILED	9/10/2007	YES	83.20	83.20	.00
89977	8/17/2007	STRODE'S REFRIGERATION & T-MOBILE	RECONCILED	9/10/2007	YES	249.95	249.95	.00
89978	8/17/2007	TEK SYSTEMS INC	RECONCILED	9/10/2007	YES	1,472.00	1,472.00	.00
89980	8/17/2007	VALLEY TRANSMISSION CENTE	RECONCILED	9/10/2007	YES	2,793.32	2,793.32	.00
89981	8/17/2007	WEST GROUP PAYMENT CTR	RECONCILED	9/10/2007	YES	366.75	366.75	.00
89983	8/17/2007	WEST GROUP BUS SALES INC	RECONCILED	9/10/2007	YES	667.20	667.20	.00
89984	8/17/2007	WESTERN TOOL SUPPLY	RECONCILED	9/10/2007	YES	349.99	349.99	.00
89985	8/17/2007	WESTERN TOOL SUPPLY	RECONCILED	9/10/2007	YES	172.00	172.00	.00
89986	8/17/2007	WOLFERS HEATING & AIR CON	RECONCILED	9/10/2007	YES	117.52	117.52	.00
89987	8/31/2007	THE GROVE HOTEL	RECONCILED	9/10/2007	YES	253.80	253.80	.00
89988	8/31/2007	OREGON CITY TRAVEL	RECONCILED	9/10/2007	YES	57.23	57.23	.00
89989	8/31/2007	STEVEN PATTERSON	RECONCILED	9/10/2007	YES	163.54	163.54	.00
89990	8/31/2007	PEITY CASH	RECONCILED	9/10/2007	YES	666.45	666.45	.00
89992	8/31/2007	VALLEY MAILING SERVICE IN	RECONCILED	9/10/2007	YES	4,840.00	4,840.00	.00
89993	8/24/2007	A & A DRILLING SERVICE IN	RECONCILED	9/10/2007	YES	67.60	67.60	.00
89994	8/24/2007	ARAWAK UNIFORM SERVICE I	RECONCILED	9/10/2007	YES	250.00	250.00	.00
89995	8/24/2007	ARBOR ANSWERS	RECONCILED	9/10/2007	YES	147.79	147.79	.00
89996	8/24/2007	AT & T	RECONCILED	9/10/2007	YES	1,075.00	1,075.00	.00
89998	8/24/2007	BENJAMIN WARD	RECONCILED	9/10/2007	YES	213.95	213.95	.00
89999	8/24/2007	BOTACH TACTICAL	RECONCILED	9/10/2007	YES	31.99	31.99	.00
90000	8/24/2007	BRINKS HOME SECURITY	RECONCILED	9/10/2007	YES	1,391.14	1,391.14	.00
90001	8/24/2007	BRODART CO	RECONCILED	9/10/2007	YES	28.99	28.99	.00
90002	8/24/2007	CAPITAL PAINT & DECORATIN	RECONCILED	9/10/2007	YES	4,790.20	4,790.20	.00
90003	8/24/2007	CASCADE COLUMBIA DIST CO	RECONCILED	9/10/2007	YES	3,967.80	3,967.80	.00
90004	8/24/2007	CDW GOVERNMENT INC	RECONCILED	9/10/2007	YES	1,404.00	1,404.00	.00
90005	8/24/2007	CENTER POINT LARGE PRINT	RECONCILED	9/10/2007	YES	617.36	617.36	.00
90006	8/24/2007	COLE INDUSTRIAL	RECONCILED	9/10/2007	YES	41.99	41.99	.00
90007	8/24/2007	CONSOLIDATED SUPPLY CO	RECONCILED	9/10/2007	YES	354.00	354.00	.00
90008	8/24/2007	CSS DATA TECHNOLOGIES LLC	RECONCILED	9/10/2007	YES	1,160.00	1,160.00	.00
90010	8/24/2007	DIRECT LABOR INC	RECONCILED	9/10/2007	YES	220.00	220.00	.00
90011	8/24/2007	DP NORTHWEST INC	RECONCILED	9/10/2007	YES	3,846.18	3,846.18	.00
90013	8/24/2007	FERGUSON ENTERPRISES INC	RECONCILED	9/10/2007	YES	399.12	399.12	.00
90014	8/24/2007	FIRST STUDENT INC	RECONCILED	9/10/2007	YES	260.00	260.00	.00
90015	8/24/2007	FRANK M MASON	RECONCILED	9/10/2007	YES	41,524.58	41,524.58	.00
90016	8/24/2007	GELCO CONSTRUCTION	RECONCILED	9/10/2007	YES	234.18	234.18	.00
90017	8/24/2007	GEORGE MORIAN PLUMBING SU	RECONCILED	9/10/2007	YES	2,988.98	2,988.98	.00
90019	8/24/2007	INGRAM DIST GROUP	RECONCILED	9/10/2007	YES	125.00	125.00	.00
90020	8/24/2007	ISOLUTIONS CONSULTING INC	RECONCILED	9/10/2007	YES	986.66	986.66	.00
90021	8/24/2007	J. THAYER COMPANY	RECONCILED	9/10/2007	YES	69.00	69.00	.00
90022	8/24/2007	JOHN GONZALEZ	RECONCILED	9/10/2007	YES	54.00	54.00	.00
90023	8/24/2007	KATHY WARNER	RECONCILED	9/10/2007	YES	61.95	61.95	.00
90024	8/24/2007	KEIZER OUTDOOR POWER EQUI	RECONCILED	9/10/2007	YES	163.00	163.00	.00
90025	8/24/2007	KEY EQUIPMENT FINANCE	RECONCILED	9/10/2007	YES	595.00	595.00	.00
90026	8/24/2007	LABOR RELATIONS INFO SYST	RECONCILED	9/10/2007	YES	278.28	278.28	.00
90027	8/24/2007	LANGUAGE LINE SERVICES	RECONCILED	9/10/2007	YES	2,044.28	2,044.28	.00
90028	8/24/2007	MARION COUNTY BLDG INSPEC	RECONCILED	9/10/2007	YES	400.00	400.00	.00
90030	8/24/2007	MSI GROUP INC	RECONCILED	9/10/2007	YES	51.75	51.75	.00
90032	8/24/2007	OFFICE DEPOT	RECONCILED	9/10/2007	YES	2,041.76	2,041.76	.00
90033	8/24/2007	OMB'S EXPRESS POLICE SUPP	RECONCILED	9/10/2007	YES	3,821.09	3,821.09	.00
90035	8/24/2007	PETROCARD	RECONCILED	9/10/2007	YES			.00

CHECK #	CHECK DATE	PAYEE NAME	STATUS	STATUS DATE	UPDATED	CHECK AMOUNT	RECONCILED AMT	DIFFERENCE
90036	8/24/2007	QUARTERMASTER	RECONCILED	9/10/2007	YES	59.98	59.98	.00
90037	8/24/2007	QWEST	RECONCILED	9/10/2007	YES	267.80	267.80	.00
90038	8/24/2007	RANDALL G LANGBEHN INC	RECONCILED	9/10/2007	YES	588.00	588.00	.00
90039	8/24/2007	RECORDED BOOKS INC	RECONCILED	9/10/2007	YES	475.20	475.20	.00
90040	8/24/2007	ALL AMERICAN SPORTS CORP	RECONCILED	9/10/2007	YES	352.40	352.40	.00
90041	8/24/2007	ROD'S HANDYMAN SERVICE IN	RECONCILED	9/10/2007	YES	350.00	350.00	.00
90043	8/24/2007	S&S WORLDWIDE INC	RECONCILED	9/10/2007	YES	235.47	235.47	.00
90044	8/24/2007	SAFEMWAY STORES	RECONCILED	9/10/2007	YES	16.99	16.99	.00
90046	8/24/2007	SAMIR INC	RECONCILED	9/10/2007	YES	499.00	499.00	.00
90047	8/24/2007	SPRINT (AIRLINK)	RECONCILED	9/10/2007	YES	734.02	734.02	.00
90049	8/24/2007	WOODBURN FAMILY MEDICINE	RECONCILED	9/10/2007	YES	63.00	63.00	.00
90052	8/31/2007	ALMA LUZ P WILK	RECONCILED	9/10/2007	YES	205.48	205.48	.00
BANK AP TOTAL:						1,524,085.52	1,524,085.52	.00
276 CHECKS								
RECONCILED	.	.	.	.	.	1,524,085.52		
NOT RECONCILED	.	.	.	.	.	.00		
VOIDED	.	.	.	.	.	.00		
UPDATED	.	.	.	.	.	1,524,085.52		
NOT UPDATED	.	.	.	.	.	.00		

COMMUNITY SERVICES DEPARTMENT STATISTICS

AUGUST 2007

Recreation Services Division

	<u>Aug-06</u>	<u>Aug-07</u>	<u>2006 YTD</u>	<u>2007 YTD</u>
Revenue:	\$4,459.00	\$15,895.75	\$17,365.00	\$26,602.62
Expenditures:	\$41,776.00	\$43,566.35	\$86,278.00	\$82,796.38
<u>Program Attendance:</u>				
Youth Sports:	276	0	276	0
Adult Sports:	0	0	0	720
Youth Programs:	940	724	2,300	1,605
Adult Programs:	356	0	437	0
Teen Programs:	0	0	0	315
After School Club:	0	0	0	0
Special Events:	195	0	1,695	1,500
TOTAL:	1,767	724	4,708	4,140

Aquatics Division

	<u>Aug-06</u>	<u>August-07</u>	<u>2006 YTD</u>	<u>2007 YTD</u>
Revenue:	\$13,317.86	\$21,052.98	\$32,526.88	\$43,495.83
Expenditures:	\$48,042.60	\$51,770.96	\$96,754.28	\$103,086.62
Cost Recovery:	28%	41%	34%	42%
Attendance:	5,677	5,926	10,866	12,406
<u>Lesson Enrollment:</u>				
Group:	216	202	390	463
Adults:	3	2	3	6
Private:	0	12	0	22
4th Grade:	0	0	0	0
TOTAL:	219	216	393	491

Library Division

	<u>Aug-06</u>	<u>Aug-07</u>	<u>2006 YTD</u>	<u>2007 YTD</u>
Revenue:	\$1,412.00	\$1,506.26	\$16,549.06	\$19,714.14
Expenditures:	\$83,233.42	\$83,458.38	\$151,214.54	\$153,737.40
Library Attendance:	19,420	17,330	36,223	33,419
Library Circulation:	11,528	12,012	22,139	24,152
Adult Program Count:	5	4	9	8
Adult Attendance:	2,555	2,160	6,115	3,590
Youth Service Program Count:	15	19	58	49
Youth Service Attendance:	256	432	1,426	1,301
Database Usage:	428	552	1,322	1,263
Adult Computer Usage:	4,988	4,716	9,196	8,938
Youth Services Computer Usage:	979	1,064	1,863	2,103
New Adds:	313	535	606	960
Volunteer Hours Worked:	165	117	358	226

PLANNING PROJECT TRACKING SHEET

Revised: Friday, September 21, 2007

Project	Applicant	Description	Status:	Date Received	Deemed Complete	120 Day Date	Planner	Referrals	Facilities Meeting	Mail Notice for PC	Notice to Paper	Post Property	Stf Rpt Due	PC Hearing Admin Dec.	PC Final Order	Appeal Deadline
DR 2006-17, EXCP 2007-02, VAR 2007-01	Welkin Engineering	8 unit Multi-family Development on Vacant Parcel 1037 Lincoln St.	Received	10/12/2006	07/20/2007	11/17/2007	Don Dolenc		04/27/2007	09/07/2007			09/21/2007	09/27/2007		
DR 2007-02,	Kerr Contractors, Inc.	50x125 Steel Building design review 395 Shenandoah Ln	Approved-Appeal Period	03/22/2007	08/08/2007	12/06/2007	Jim Allen	08/08/2007		08/24/2007			09/06/2007	09/13/2007	09/13/2007	09/25/07
DR 2007-09, EXCP 2007-07, VAR 2007-05	William R. Pease (Grating Pacific)	Design Review, 15,000 square feet expansion; Street Exception to Front St.; Variance to the front yard setback. 2775 N Front Street	Received	08/24/2007			Don Dolenc	08/29/2007								
FPUD 2007-02, ANX 97-08, 97-12, CU 97-03, PUD 97-03, VAR 97-12	Bryan Cavaness	Final approval of PUD - Boones Crossing III, Type I Dahlia Street and Brown Street	Received	07/12/2007			Don Dolenc									
FPUD 2007-03, SUB 2003-2001	Montebello Estates I, LLC	Final Plat review - Montebello Phase III Evergreen Road and Oxford Street	Received	08/11/2006			Jim Allen									
LA 2007-02,	City of Woodburn	Legislative Amendment Period Review Remand City of Woodburn	Received				Jim Allen									
ZA 2007-03,	Mastery Learning Institute	Modification to the conditions of approval with a Zoning Adjustment 591 Gatch St.	Received	08/27/2007			Sam Gollah									

PLANNING PROJECTS (INCOMPLETE / HOLD)

Revised: Friday, September 21, 2007

Project	Applicant	Site/Location:	Description	Status:	Date Received	Planner
DR 2007-01	The Frazier Group	985 Lawson St	Facade improvements to the existing Taco Bell structure	Hold by Applicant	02/20/2007	Jim Allen
DR 2007-05/07-03, VAR 07-04, CU 07-01	Butch Price/Bend Oil (Stop N Go)	100 Amey Rd.	Remove existing 2311 sf gas station canopy and replace with new 1520 sf canopy.	Incomplete	06/13/2007	Jim Allen
DR 2007-06	Axis Design Group A&E, LLC (Miles Chevrolet)	3001 W. Newberg Hwy	Upgrade to facility and build a vestibule. Additional signage to site.	Incomplete	06/19/2007	Don Dolenc
DR 2007-08/SIGN 2007-18	Jack & Deanna Bigej	1220 N. Pacific Hwy	Design Review of Pole Sign	Incomplete	08/14/2007	Don Dolenc
PUD 2006-01/ZC 2006-01, CU 2006-04, CPC 2007-01	Boones Crossing, LLC - Mike Hanks	Parcels 1, 2 & 3 of Partition Plat 2006-55	Modifications to Boones Crossing PUD	Incomplete	10/31/2006	Jim Allen

Activity Report - Monday, September 7 thru Friday, September 21

<i>Folder Name</i>	<i>Applicant</i>	<i>Project</i>	<i>Site Location</i>	<i>Description</i>	<i>Date Rec'd:</i>	<i>App Complete:</i>	<i>Planner:</i>
BL 2007-145	Tricia Sparks/Rachel Strother	Sisters Massage	2221 Country Club Rd.	Massage Therapy	09/07/2007		Sam Gollah
BL 2007-146	Don Michael Wall	Taxi Van	1208 Newberg Hwy #101B	Taxi service	09/10/2007		Sam Gollah
BL 2007-147	David P Gay	DG Auto/DG Auto U-Haul	2230 N. Pacific Hwy	Auto Sales & U-Haul rentals	09/12/2007		Sam Gollah
BL 2007-149	Cynthia L. Linck	Serenity of Woodburn	510 N Pacific Hwy	Novelty/craft shop.	09/18/2007		Sam Gollah
BL 2007-148	James W. Hargis	Alpha Ecological	1200 NE 112th Ave - Contractor	Pest Control & air duct cleaning.	09/18/2007		Sam Gollah
BL 2007-151	Melton Ford	Personal Design Embroidery	2605 Stanford St	Embroidery on Apparel	09/19/2007		Sam Gollah
BL 2007-150	Myrtle Madeline Bolster	Heal Within LLC	1552 Aztec Dr.	Rapid Eye Technologist	09/19/2007		Sam Gollah
EXT 2007-01	Martin Bros. Inc.	Hillyer Ford/Martin Bros. Inc.	3000 Newberg Hwy	Extension to a Development Decision; MDP 2004-02, ZC 2004-03, DR 2005-03 and Sign DR 2006-06	09/11/2007	09/11/2007	Don Dolenc
FNC 2007-33	Les and Bonnie Murillo	Les & Bonnie Murillo	1455 Thompson Road	3 foot chain link fence along a portion of the rear property line	09/18/2007	09/18/2007	Don Dolenc
FNC 2007-34	Hylland Constuction LLC	Mike Moch	835 Oregon Way	5'-6" cedar fence on the back yard.	09/21/2007	09/21/2007	Sam Gollah
SIGN 2007-21	Martin Bros. Inc.	Hillyers Mid-City Ford	3000 Newberg Hwy	Wall sign.	09/11/2007		Don Dolenc
SIGN 2007-20	Martin Bros. Inc.	Hillyers Mid-City Ford	3000 Newberg Hwy	Wall sign.	09/11/2007		Don Dolenc

September 24, 2007

TO: Mayor and City Council

FROM: N. Robert Shields, City Attorney *NRS*

SUBJECT: **Procedure on Proposed Oregon LNG Pipeline**

RECOMMENDATION:

Receive the report.

BACKGROUND:

At the last meeting, the City Council requested that I research the procedure involved in the Federal Energy Regulatory Commission (FERC)'s consideration the Oregon LNG Pipeline and whether intervention was possible at this time.

DISCUSSION:

Legally, it is premature to intervene at this time. FERC has initiated a pre-application review under the National Environmental Policy Act (NEPA). No application has been filed with the agency. Intervention can not be considered until there is a formal application.

Once an application has been filed (anticipated to be several months away), staff will inform the City Council and intervention can be considered by the City.

FINANCIAL IMPACT:

None.

Agenda Item Review: City Administrator *[Signature]* City Attorney *NRS* Finance _____

Agenda Item

September 24, 2007

TO: Mayor and City Council through City Administrator

FROM: Randy Rohman, Acting Public Works Director



SUBJECT: Fall Leaf Collection Program

INFORMATION: The fall leaf pickup begins November 1, 2007. To inform residents of this program, the attached leaf program flyer in English and Spanish will be distributed to city residents with the water and sewer bill starting this week and continuing through the third week of October. Residents will be asked to reduce placement of right of way leaves in the street. Information on the program will also be available on the city website. The Woodburn Independent will be asked to provide information on the leaf collection program in the paper.

Other options for disposal include composting, disposal in yard debris carts and hauling to the North Marion Disposal Facility off Crosby Road.

BACKGROUND: In September 2003 City Council approved a modified leaf pickup program. The modified program included:

1. Twice weekly sweeping for the downtown core area, Settlemier Avenue and West Hayes Street bike path. Leaves only (no branches or tree limbs) from the street right of way can be raked in the street. Leaves from the remainder of the resident's property will not be allowed to be placed in the street.
2. The remainder of the city will be swept on a monthly basis and leaves will not be allowed to be placed on the street pavement.
3. Residents can drop off leaves at various collection sites. These permanent sites during the fall season will be on Cleveland Road, the parking area of Burlingham Park, the Legion Park parking lot and the Dellmoor Way entrance to Senior Estates Park. Drop off areas will be marked and rules will be posted at each of the sites.

In response to resident concerns after information on the modified program was disseminated, two modifications, with council concurrence, to the program were made. Properties adjacent to Settlemier Park were allowed to put backyard leaves from park trees in the park. Also other properties were advised that right of way trees leaves from the city right of way in the front yard could be raked into the pavement. No other exceptions have been allowed by Council.

Agenda Item Review: City Administrator  City Attorney  Finance _____



FALL LEAF PICKUP

City Council adopted the following leaf pickup program (program runs from **NOVEMBER 1 to DECEMBER 31**) for the city. This leaf program is necessary for safety and cost effectiveness.

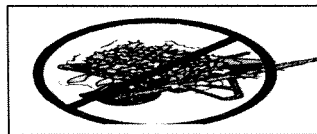
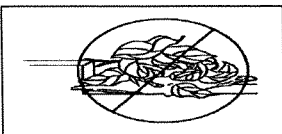
The city will be swept on a monthly basis and leaves from private property will not be allowed to be placed on the street pavement.



Sweeper picking up leaves

Twice weekly sweeping for the main streets in the downtown core area, between Settlemier to First and Harrison to Oak, where there are numerous large trees. For safety of school children, Settlemier Avenue and West Hayes Street bike path will also be swept twice a week. Leaves only (no branches or tree limbs) from the sidewalk and street right of way can be raked directly into the street without making into a pile

Leaves from the resident's private property beyond sidewalks or right of way will not be allowed to be placed in the street.



NO LEAF PILES IN GUTTER



Ordinance No. 2225 does not allow leaves from private property to be placed in the street. This ordinance will be enforced for the City Council adopted leaf collection program.

LEAF DROP OFF SITES

■ Open 8:30 AM to 3:30 PM Mon-Sat

- 300 Cleveland Avenue
- Wastewater Plant at 2815 Molalla Road

■ Seven days per week during Fall

- Legion Park Parking Lot
- Burlingham Park Parking Lot
- Senior Estates Park
Dellmoor Way Entrance

Residents can drop off leaves at one of four collection sites. Three drop off sites have been added. The existing site is at 300 Cleveland Road (south Woodburn). New sites are the parking area of Burlingham Park (west Woodburn), the Legion Park parking lot (east Woodburn) and the Dellmoor Way entrance to Senior Estates Park (north Woodburn). Drop off areas will be marked and rules will be posted at each of the sites.

Other Options include:

- Compost in backyard
- Use yard debris cart weekly
- Haul to North Marion Disposal Facility

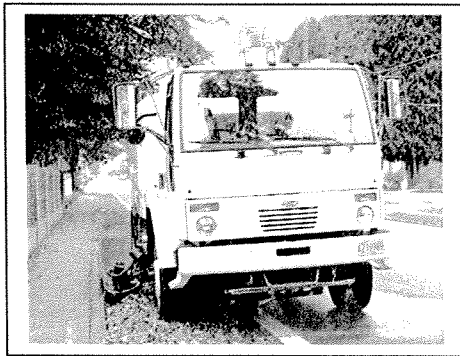
QUESTIONS? CALL 503-982-5240 (Woodburn Public Works Department)



CAMBIOS AL SISTEMA OTOÑAL DE RECOLECCION DE HOJAS

El Consejo Municipal del Gobierno de la Ciudad adopto el siguiente programa de recolección de hojas (programado para funcionar de noviembre primero hasta el 31 de diciembre) en nuestra ciudad. El nuevo programa fue desarrollado conceptualmente durante el proceso de la preparación del presupuesto. Este nuevo programa de recolección de hojas es necesario por cuestiones de seguridad y efectividad.

- La ciudad será aseada (uso de barredora) de manera mensual y las hojas de las áreas privadas no podrán depositarse en las calles.



Barredora recogiendo hojas

Aviso: Sólo se utilizara la barredora para recoger Las hojas. Ninguna otra maquinaria pesada será utilizada.

- Dos veces por semana se asearan las calles principales del centro de la ciudad, donde hay varios árboles muy grandes. Por seguridad de los niños escolares, las áreas de bicicleta de la Avenida Settlemier y de la calle Hayes parte Oeste) también serán aseadas dos veces por semana. Sólo las hojas (no ramas) del área de las banquetas o derechos de propiedad de la ciudad, podrán ser depositadas en las calles sin hacer montones.

Las hojas del área privada de los residentes a excepción de las de las banquetas o derechos de paso, no deberán depositarse en las calles.

- Los residentes podrán depositar sus hojas en alguno de los 4 lugares de recolección. Existen tres nuevos lugares. El lugar que ya existía es el ubicado en el # 300 de la Avenida Cleveland (sur de Woodburn). Los nuevos sitios de acopio son: El área de estacionamiento del parque Burlingham (oeste de Woodburn), el área de estacionamiento del parque Park (este de Woodburn) y la entrada de la calle Dellmoor a la unidad habitacional para la tercera edad (senior Estates) al norte de Woodburn.

Los lugares de depósito serán marcados y se colocarán las reglas aplicables en cada uno de los sitios.



La Ordenanza No. 2225 no permite que las hojas de propiedad privada sean depositadas en las calles. Esta ordenanza será implementada por el programa de recolección del Consejo Municipal.

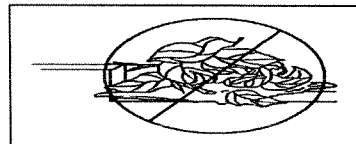
LUGARES PARA DEPOSITAR HOJAS

■ Abiertos de 8:30 a.m. - 3:30 p.m. Lun-Sab.

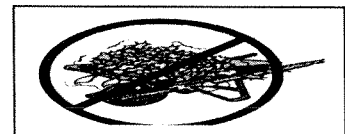
- 300 Avenida Cleveland
- Planta de aguas residuales en el 2815 de Molalla Road

■ Abiertos los siete días de la semana

- Estacionamiento del Parque Legion
- Estacionamiento del Parque Burlingham
- Parque de la unidad habitacional para la tercera edad (seniors) por la calle Dellmoor



No permita Pilas de Hojas en sus canales de desagüe de los techos



PREGUNTAS: Llame al 503-982-5240 (Departamento de Obras Públicas de Woodburn)

September 24, 2007

TO: Honorable Mayor and City Council

FROM: John C. Brown, City Administrator 

SUBJECT: **Tree Removal, 217 N. Second Street**

RECOMMENDATION:

Uphold staff's denial of the request to remove two poplar trees at 217 N. Second Street.

BACKGROUND:

The City Council considered this item, and the comments provided by the affected property owner, at its September 10, 2007 meeting. Additional background is contained in the staff report from that meeting (Attachment 1). Council tabled the matter, until it could review the arborist's report prepared for the property owner.

DISCUSSION:

The arborist's report prepared for the property owner is attached. The owner's report, reaches essentially the same conclusions regarding the trees as the report prepared for the City, although the owner's report places the trees in a higher risk category. Using a numeric rating scale from one to 12, with 12 being the highest risk, the City's report scores the trees, together, at 9. The owner's report rates the trees, separately at 11.

Staff denied the property owner's request based on application of the removal criteria contained in the street tree ordinance. That ordinance was recently revised, but made removal evaluation criteria less restrictive than the previous ordinance. A tree must be dead, dying, or diseased and posing the threat of spreading disease to other street trees; causing damage to public or private infrastructure that cannot be corrected through pruning; or dangerous so that it may only be made safe by removal. According to both arborists, the trees are healthy. There is no evidence of damage to infrastructure. The City's arborist

Agenda Item Review: City Administrator  City Attorney  Finance _____

indicated the risk of danger is moderate. Staff interprets that to mean that the trees are not presently dangerous and as such do not satisfy the dangerous tree condition. The property owner's arborist assigns a higher risk factor, which more strongly supports their being dangerous. Neither report, however, addressed whether the trees can be made less of a risk by means other than removal.

During its consideration of this matter, the Council asked the property owner whether his arborist had considered pruning as an alternative to removal. The arborist had not. As Section 2 (1) specifies that a dangerous tree may be removed if it may only be made safe by removal, staff requested the City's arborist to evaluate the effect of pruning on the risk attendant to the trees. The arborist indicated the risk rating could be reduced to the mid-range of the scale with pruning. The recommended pruning would remove smaller interior branches, and bring the crown of the tree inwards.


Based on the arborist's response, it appears pruning can reduce the threat of hazard posed by the trees in question. Accordingly, and because none of the other criteria for removal specified in the ordinance are met, staff continues to recommend that Council uphold staff's denial of the removal request.

FINANCIAL IMPACT:

There is no financial impact associated with the recommended action. City costs for arborist services are approximately \$100.

September 10, 2007

TO: Honorable Mayor and City Council through City Administrator

FROM: Randall Rohman, Acting Public Works Director 

SUBJECT: **Removal of Two Trees at 217 N. Second Street**

RECOMMENDATION: Uphold the denial of the request to remove two poplar trees located at 217 N. Second Street.

BACKGROUND: The City has received a request from Mr. Tom Ashland to remove two large Poplar trees adjacent to property he owns at 217 N. Second St. The two trees are in the Montgomery Street right of way and are shown on the attached photo. Mr. Ashland was issued a removal permit through the Community Development on the premise that the trees were on private property. On July 5, 2007 a report was made to the Maintenance Division that two large poplar trees in the Montgomery Street right of way were being removed. Maintenance Division investigated and since the trees were significant street trees and not located on private property the work was halted.

Since Mr. Ashland had requested that the trees be removed Maintenance Division requested a professional risk assessment on the two trees. The assessment was done on August 5, 2007 by certified arborist Gary Syphus of "Arbor Answers" and that report is attached.

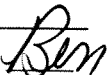
The report placed the two poplar trees in a moderate risk category for failure due to the type of tree and the size of the trees. The major factor that determined this risk factor is that approximately 50% of the root zone is covered by sidewalk and street surface. Due to the location relative to high value targets, street traffic, pedestrians, and buildings, that portion of the arborist's risk assessment received a moderate to severe overall risk factor.

The two trees however are healthy and show no signs of disease. There have been reports of minor scaffold branch failures in the past with no problems noted with major structural elements of the trees. The sidewalk adjacent to the

Agenda Item Review:

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City Attorney 

Finance 

trees has been impacted by the trees in the past but was repaired approximately 10 years ago and does not shown any additional damage at this time. There are no impacts at this time on any City infrastructure.

DISCUSSION: The two poplar trees are mature trees and appear to be in good health consistent with their age. Approximately half of the tree's root systems are covered by street and sidewalk but this has not caused any apparent damage. The roots have apparently caused sidewalk damage in the past but that damage was repaired approximately 10 years ago and there is no evident additional damage at this time.

The previous property owner had requested that the City evaluate the trees in April 2007. A letter sent to the previous owner at that time indicated that a City inspection found the trees to be healthy and removal was not needed.

There is always some inherent risk of failure of mature trees in high wind conditions that are associated with saturated soil conditions. The two trees in question are aided somewhat in that approximately half of the root mass is under the street and not subject to the degree of saturation that may occur in trees in the middle of a park or yard. The trees are healthy and have not shown any signs of disease or decay. Staff has determined that the two poplar trees do not warrant removal at this time.

Staff is recommending that Council uphold the denial of permission to remove these two trees.

FINANCIAL IMPACT: There is no financial impact as a result of this action.

September 24, 2007

TO: Honorable Mayor and City Council through City Administrator
Via: Scott D. Russell, Chief of Police *SR*
From: Thomas P. Tennant, Captain *NT*
SUBJECT: **Liquor License Change of Ownership – Limited On-Premises Sales**

RECOMMENDATION:

The Woodburn City Council recommend a change of ownership application for Mugsy's Bagels.

BACKGROUND:

Applicant: Hol-Ken, LLC.
1585 N. Pacific Hwy., Suite F
Woodburn, Oregon 97071
Ph: 541-905-6505

Business: Mugsy's Bagels
1585 N. Pacific Hwy, Suite F
Woodburn, Or. 97071

Owner: Scott, Steve Henry
3525 22nd Ct. S.E.
Albany, Or. 97322
Ph: 541-905-6505

Owner: Klein, Jesse Ryan
3967 Pacific Cir #33
Hubbard, Or. 97032
Ph: 910-215-1219

Agenda Item Review: City Administrator *SR* City Attorney *NRS* Finance _____

License Type: **Limited On-Premise Sales** – Permits beer, wine and cider sales for on-premises consumption only, and the sale of kegs of malt beverages.

On August 29, 2007 the Woodburn Police Department received an application requesting a change of ownership for Fonzie's Deli located at 1585 N. Pacific Hwy, Suite F. The above-mentioned applicants have purchased the business and are applying for a license. The business will be renamed Mugsy's Bagels. Fonzie's Deli had a Limited On-Premise Sales Permit, which is the same permit being applied for by the applicant.

The business will be open from 7:00 am to 9:00 pm Monday through Friday and from 9:00 am to 9:00 pm on Saturday and Sunday. The applicant advises the business will be selling beer along with serving food during normal business hours. The police department has received no communication from the public or surrounding businesses in support of or against the change of ownership.

DISCUSSION:

The police department has completed a background investigation on the applicant and found nothing of a questionable nature, which would preclude the issuance of this Liquor License.

FINANCIAL IMPACT:

None

OREGON LIQUOR CONTROL COMMISSION
LIQUOR LICENSE APPLICATION

AUG 29 2007

\$75⁰⁰
08-12299



FINANCE DEPARTMENT
CITY OF WOODBURN

PLEASE PRINT OR TYPE

Application is being made for:

LICENSE TYPES

- ☐ Full On-Premises Sales (\$402.60/yr)
☐ Commercial Establishment
☐ Caterer
☐ Passenger Carrier
☐ Other Public Location
☐ Private Club
☒ Limited On-Premises Sales (\$202.60/yr)
☐ Off-Premises Sales (\$100/yr)
☐ with Fuel Pumps
☐ Brewery Public House (\$252.60)
☐ Winery (\$250/yr)
☐ Other: _____

ACTIONS

- ☒ Change Ownership
☐ New Outlet
☐ Greater Privilege
☐ Additional Privilege
☐ Other _____

Applying as:

- ☐ Individuals ☐ Limited Partnership ☐ Corporation ☒ Limited Liability Company

FOR CITY AND COUNTY USE ONLY
The city council or county commission:

(name of city or county)

recommends that this license be:

Granted ☐ Denied ☐

By: _____

(signature)

(date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: OLCC pending

Date: 8/29/07

90-day authority: ☒ Yes ☐ No

RECEIVED

OREGON LIQUOR CONTROL COMMISSION

1. Applicant(s): [See SECTION 1 of the Guide]

① 1401-Ken, LLC ③ AUG 29 2007

② _____ ④ _____

2. Trade Name (dba): Mugsy's Bagels REGIONAL OFFICE

3. Business Location: 1585 N. Yacolt Hwy Suite F Woodburn, Marion, OR 97071
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 3525 22nd Ct S.E Albany OR 97322
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: N/A (phone) N/A (fax)

6. Is the business at this location currently licensed by OLCC? ☒ Yes ☐ No

7. If yes to whom: Pam Goyena Type of License: Limited on Premises

8. Former Business Name: Forbis Deli

9. Will you have a manager? ☐ Yes ☒ No Name: N/A
(manager must fill out an individual history form)

10. What is the local governing body where your business is located? Woodburn
(name of city or county)

11. Contact person for this application: Steve Scott 541-905-6505
(name) (phone number(s))
3525 22nd Ct S.E Albany, 97322 N/A
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [Signature] Date 8/29/07 ③ _____ Date _____

② [Signature] Date 8/29/07 ④ _____ Date _____

1-800-452-OLCC (6522)
www.olcc.state.or.us

September 24, 2007

TO: Honorable Mayor and City Council through City Administrator
FROM: Jim Row, Community Services Director *JR*
SUBJECT: **Oregon Department of Human Services Grant Agreement**

RECOMMENDATION:

Authorize the City Administrator to enter into a Grant Agreement from the Oregon Department of Human Services. The \$18,333 grant was awarded to the RSVP program in support of efforts to provide volunteer opportunities to Marion County residents aged fifty-five (55) years of age or older.

BACKGROUND:

The City has sponsored the Marion County RSVP project since 1975. Oregon's 15 RSVP projects have been the recipient of State funds, since 1995. Previously, these funds were funneled through the Oregon Association of RSVP Directors (OARSVP) and distributed to each project annually. Until this year, Woodburn's RSVP project received \$7,000 annually through the OARSVP distribution formula. This \$18,333 grant is issued for the 2007-2009 biennium, resulting in a 31% increase in State funding.

DISCUSSION:

Nationally, RSVP programs connect volunteers aged 55 and over with service opportunities in their communities, which match their skills and availability. From building houses to immunizing children, from enhancing the capacity of non-profit organizations to improving and protecting the environment, RSVP volunteers put their time and talents to work, making positive contributions to their communities. RSVP programs are federally sponsored by the Corporation for National and Community Service.

Agenda Item Review: City Administrator *[Signature]* City Attorney *NHJ* Finance _____

FINANCIAL IMPACT:

The 2007-2008 annual budget for the City's RSVP program is \$94,088. This granting program results in a \$4,333 (31%) increase in State funding for the 2007-2009 biennium. Federal funding is \$57,051 annually.

Grant Agreement No. **122249**

**DEPARTMENT OF HUMAN SERVICES
GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and electronic format. To request an alternate format call the State of Oregon, Department of Human Services, Office of Forms and Document Management at (503) 373-0333, Fax (503) 373-7690, or TTY (503) 947-5330.

This Grant Agreement is entered into between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS", and

**City of Woodburn
270 Montgomery Street
Woodburn, OR 97071
Telephone Number: 503-982-5255
Fax Number: 503-980-2448
E-mail Address: rsvp@ci.woodburn.or.us**

hereinafter referred to as "Recipient."

Work to be performed under this Grant Agreement relates principally to DHS'

**Department of Human Services
Senior & People with Disabilities
Contract Administrator: Rhonda Buedefeldt
676 Church Street NE
Salem OR 97301
Telephone: 503-373-1854
Facsimile: 503-373-1133**

WHEREAS, ORS 409.110(2), 410.010 and 410.020 authorize DHS to provide financial grants to non-profit organizations to utilize the talents of older Oregonians by providing volunteer opportunities for those fifty-five (55) years of age and older to assist Oregon's youth, aging, disabled, and those populations effected by incarceration. Volunteer opportunities are to include structured health and public wellness programs, educational tutoring and mentoring, public safety projects/programs, consumer protection, and mentoring.

1. This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law, or on **July 31, 2007**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2009** (the "Termination Date"). Agreement termination or expiration shall not extinguish or prejudice DHS' right to enforce this Agreement with respect to any default by Agency that has not been cured.
2. **Disbursement and Recovery of Grant Moneys.** DHS shall disburse grant funds to Recipient for use in accordance with the terms and conditions of this Agreement, DHS shall provide Recipient with a maximum of **\$18,333.00** (the "Grant") as set forth herein.
 - a. **Disbursement Generally.** Subject to sections 1, and 3(b), DHS shall disburse the Grant moneys following Recipient's submittal to DHS as follows:
 - i. \$3,666.60 after receipt of Work Plan for fiscal year 2007-2008.
 - ii. \$3,666.60 after receipt of July '07 – December '07 activity report.
 - iii. \$3,666.60 after receipt of January '08 – June '08 activity report and 2008-2009 annual Work Plan.
 - iv. \$3,666.60 after receipt of July '08 – December '08 activity report.
 - v. \$3,666.60 after receipt of January '09 – July '09 activity report.

b. Conditions Precedent to Disbursement. DHS' obligation to disburse financial assistance to Recipient under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. DHS has received sufficient funding, appropriations, and other expenditure authorizations to allow DHS, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. No default as described in section 9 has occurred.
- iii. Recipient's representations and warranties set forth in section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. DHS has received a request for fund disbursement in form and substance satisfactory to DHS.

c. Use, Availability and Recovery of Grant Funds.

- i. **Use of Grant Funds.** The Recipient of grant funds, pursuant to this Grant Agreement with the State of Oregon, shall assume sole liability for Recipient's breach of the conditions of the grant, and shall, upon Recipient's breach of grant conditions that causes or requires the State of Oregon to return funds to the grantor, hold harmless and indemnify the State of Oregon for an amount equal to the funds which the State of Oregon is required to pay to grantor.
- ii. **Funds Available and Authorized.** DHS certifies at the time this Grant Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Grant Agreement within the DHS' biennial appropriation or limitation. Recipient understands and agrees that DHS' payment of amounts under this Grant Agreement attributable to work performed after the last day of the current biennium is contingent on DHS receiving from the Oregon Legislative Assembly sufficient appropriations, limitations, or other expenditure authority to make payments as required under this Grant Agreement. In the event the Oregon Legislative

Assembly fails to approve sufficient appropriations, limitations, or other expenditure authority, DHS may terminate this Grant Agreement, without penalty or liability to DHS, effective upon the delivery of written notice to Recipient with no further liability to Recipient.

- iii. **Recovery of Grant Moneys.** Any Grant moneys disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended upon the earlier of termination or expiration of this Agreement or the Availability Termination Date ("Unexpended Funds") must be returned to DHS. Recipient shall return all Misexpended Funds and Unexpended Funds to DHS promptly after DHS' written demand and no later than 15 days after DHS' written demand.

4. Representations and Warranties. Recipient represents and warrants to DHS as follows:

- a. **Organization and Authority.** Recipient is a governmental entity duly organized and validly existing under the laws of the State of Oregon. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
- b. **Due Authorization.** The making and performance by Recipient of this Agreement: (i) have been duly authorized by all necessary action of Recipient, (ii) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, and (iii) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing, registration with, or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Recipient of this Agreement.

- c. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

- 5. **Expenditure of Grant Moneys.** Recipient may expend the Grant moneys solely to cover costs necessarily incurred by Recipient in operating the Program and subject to the following restrictions and any other restrictions imposed by other provisions of this Agreement or by applicable law.:

- a. Recipient may not use the Grant moneys to retire any debt or to cover any costs incurred prior to July 31, 2007 or after the Availability Termination Date;
- b. At least 90% of the Grant moneys must be expended on direct program services delivered as part of the project and no more than ten percent may be used to cover administrative costs.

- 6. **Records Maintenance, Access, and Confidentiality.**

- a. **Access to Records and Facilities.** DHS, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement or the Grant moneys provided hereunder for the purpose of making audits and examinations. In addition, DHS, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives may make and retain excerpts, copies and transcriptions of the foregoing books, documents, papers and records other than those books, documents, papers and records detailing the delivery of specific Program services to specific individuals. Recipient shall permit

authorized representatives of DHS to perform site reviews of all services delivered as part of the Program.

- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records, which are directly related to this Agreement or the Grant moneys for a minimum of five (5) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the expiration or termination of this Agreement. If there are unresolved audit questions at the end of the five-year period, Recipient shall retain the records until the questions are resolved.
 - c. **Expenditure Records.** Recipient shall document the expenditure of all Grant moneys disbursed by DHS under this Agreement and the expenditure or utilization of all matching resources required by section 7, if any. Unless applicable federal law requires Recipient to utilize a different accounting system, Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit DHS to verify how the Grant moneys were expended and how the matching resources were expended or utilized.
 - d. **Confidentiality.** Recipient may not disclose to a third party any information concerning a recipient of services financed in whole or in part with Grant moneys unless such disclosure is directly connected with the administration of Recipient's responsibilities with respect to those services and the disclosure is otherwise permissible under applicable state and federal confidentiality laws or the service recipient provides written consent to the disclosure.
7. **Unobligated Funds.** Recipient agrees to return to DHS all unobligated funds 60 days prior to the expiration date of this agreement. Unobligated funds are those funds not necessary to continue the Work at the authorized level through the expiration date of this agreement.
8. **Reporting Requirements.** Recipient shall provide to DHS, on a form designated by DHS, semi-annual reports on activities. Said report will include:
- 1. Name of volunteer program(s) supported by said grant award during the six-month period, and;

2. Total grant funds each program utilized during the six-month reporting period for direct program services;
 3. Number of unduplicated individuals served in each program during the six-month reporting period;
 4. Number of volunteer service hours provided in each program during the six-month reporting period;
 5. Dollar value of total volunteer hours for each supported program during the six-month reporting period;
 6. Total grant funds utilized during the six-month reporting period for 'administrative' cost as defined in OMB A-122 paragraph C. subparagraph 3.
 7. Such other information as DHS may reasonably request.
9. **Default.** Recipient shall be in default under this Agreement upon the occurrence of any of the following events:
- a. Recipient fails to perform, observe, or discharge any of its covenants, agreements or obligations set forth herein;
 - b. Any representation, warranty or statement made by Recipient herein, or in any documents or reports relied upon by DHS to monitor operation of the Program, the expenditure of Grant moneys or the performance by Recipient, is untrue in any material respect when made;
 - c. Recipient: (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

- d. A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking: (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (iii) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- 10. Remedies upon Default.** If Recipient's default is not cured within 30 calendar days of written notice thereof to Recipient from DHS or such longer period as DHS may authorize in its sole discretion, DHS may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant moneys, payment of interest earned on the Grant moneys, and declaration of ineligibility for the receipt of future grant awards from DHS. If, as a result of Recipient's default, DHS demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, Recipient shall pay the amount upon DHS' demand.
- 11. Termination.**
- a. **DHS Termination.** DHS may terminate this Agreement:
 - i. For its convenience, upon 30 calendar days advance written notice to Recipient.
 - ii. Immediately upon written notice to Recipient, if DHS does not obtain funding, appropriations and other expenditure authorizations from federal, state and other sources sufficient to meet the payment obligations of DHS under this Agreement.

- iii. Immediately upon written notice to Recipient if state or federal laws, regulations or guidelines are modified, changed or interpreted in such a way that DHS does not have the authority to provide Grant moneys for the Program or no longer has the authority to provide the Grant moneys from the funding source it had planned to use.
 - iv. Upon 30 calendar days advance written notice to Recipient, if Recipient is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as DHS may specify in the notice.
 - v. Immediately upon written notice to Recipient, if any license or certificate required by law or regulation to be held by Recipient to operate the Program is for any reason denied, revoked, suspended, not renewed or changed in such a way that Recipient no longer meets requirements to operate the Program.
 - vi. Immediately upon written notice to Recipient, if DHS determines that Recipient has endangered or is endangering the health or safety of an individual receiving services as part of the Program or others.
- b. **Recipient Termination.** Recipient may terminate this Agreement for its convenience, upon 90 calendar days advance written notice to DHS.
 - c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
12. **Effect of Termination.** Upon termination of this Agreement, DHS shall have no further obligation to disburse Grant moneys to Recipient, whether or not the entire Grant has been disbursed to Recipient, and Recipient's authority to expend previously disbursed Grant moneys shall end. Termination of this Agreement shall not affect Recipient's obligations under this Agreement or DHS' right to enforce this Agreement against Recipient in accordance with its terms, with respect to Grant moneys actually received by Recipient under this Agreement,

or with respect to portions of the Program actually implemented. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Recipient's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, obligation to comply with applicable federal requirements, the restrictions and limitations on Recipient's expenditure of Grant moneys actually received by Recipient hereunder, or DHS' right to recover from Recipient, in accordance with the terms of this Agreement, any Grant moneys disbursed to Recipient that are identified as Misexpended Funds or Unexpended Funds.

14. General.

- a. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Recipient or DHS at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against DHS, any notice transmitted by facsimile must be confirmed by telephone notice to DHS' Office of Contracts and Procurement (503) 373-7889. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to DHS:

Office of Contracts & Procurement
Department of Human Services
500 Summer Street NE, E-03
Salem, Oregon 97301
Telephone Number: 503-945-5818
Fax Number: 503-378-4324

Notices to Recipient:

Retired Senior Volunteer Program
As set forth on Page One of this Grant Agreement

- b. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- c. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- d. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DHS (and/or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- e. **Compliance with Law.** Recipient shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement or to the operation of the Program. Without limiting the generality of the foregoing, Recipient

expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations, (b) ORS 659A.400 to 659A.406, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the operation of the Program, and (c) the federal laws, regulations and executive orders described on Exhibit B, attached hereto and incorporated herein by this reference. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. DHS' performance under this Agreement is conditioned upon Recipient's compliance with the Conditions concerning payment, contributions, liens and withholding (as defined in ORS 279B.220), Conditions concerning salvaging, recycling, composting or mulching yard waste material (as defined in ORS 279B.235), Conditions concerning payment for medical care and providing workers' compensation (as defined in ORS 279B.230), and Conditions concerning hours of labor (as defined in ORS 279B.270), which are incorporated by reference herein. Recipient shall, to the maximum extent economically feasible in operation of the Program, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)). All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

f. Assignment of Agreement, Successors in Interest.

- i.** Recipient shall not assign or transfer any interest in this Agreement, enter into any subcontracts, or subgrant any Grant moneys, without the prior written approval of DHS. Any such assignment, transfer, subcontract, or subgrant, if approved, is subject to such conditions and provisions, as the DHS may deem necessary. In addition to any other provisions DHS may

require, Recipient shall include in any permitted subcontract and in any contract implementing any permitted subgrant of Grant moneys, a requirement that the subRecipient or subgrantee be bound by sections 14(e), (f), (l), (n) and (o) of this Agreement as if the subcontractor or subgrantee were the Recipient hereunder. No approval by DHS of any assignment, transfer, subcontract or subgrant shall be deemed to create any obligation of DHS in addition to those set forth in the Agreement nor will DHS' approval of an assignment, transfer, subcontract or subgrant relieve Recipient of any of its duties or obligations under this Agreement.

- ii. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- g. **No Third Party Beneficiaries.** DHS and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that Recipient's performance under this Agreement is solely for the benefit of DHS to assist and enable DHS to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- h. **Integration and Waiver.** This Agreement, consists of this document including all Exhibits, which are incorporated into this Agreement by reference:
 - i. Exhibit A: Reserved
 - ii. Exhibit B: Required Federal Terms and Conditions
 - iii. Exhibit C: Reserved

There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

- i. **Amendment.** No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Justice. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. Recipient, by signature of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- j. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- k. **Construction.** The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.
- l. **Independent Recipients.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- m. **Force Majeure.** Neither DHS nor Recipient shall be held responsible for delay or default caused by fire, civil unrest, natural causes, and war which is beyond, respectively, DHS' or Recipient's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- n. **Insurance.** During the term of this Agreement, Recipient shall maintain in force at its own expense, each insurance noted below:
 - i. Required by DHS of Recipients with one or more workers, as defined by ORS 656.027.

Workers' Compensation: All employers, including Recipient, that employ subject workers who work under this Agreement, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide the Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subrecipient's complies with these requirements.

- ii. **Professional Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000.00 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Agreement.
- iii. **General Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000.00 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the State of Oregon, Department of Human Services (DHS) and its divisions, officers and employees are Additional Insureds but only with respect to the Recipient's services to be provided under this Agreement.
- iv. **Commercial Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000.00 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable. It shall provide that the State of Oregon, Department of Human Service and their divisions, officers and employees are Additional Insured but only with respect to the Recipient's services to be provided under this Agreement.
- v. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Recipient or its insurer(s) to DHS.

- vi. **Certificates of insurance.** As evidence of the insurance coverages required by this Agreement, the Recipient shall furnish acceptable insurance certificates to DHS upon request. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Recipient shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.
- o. **Indemnity.** Recipient shall defend, save, hold harmless, and indemnify the State of Oregon and DHS and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Recipient or its officers, employees, Recipients, or agents under this Agreement or in operation of the Program.

Remainder of this Page Intentionally Blank

15. Recipient Data and Certification

a. Recipient Tax Identification and Insurance Information. Recipient shall provide Recipient's Social Security number or Recipient's federal tax ID number and the additional information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security Numbers provided pursuant to this Section will be used for the administration of state, federal and local tax laws.

Please print and/or type the following information

Recipient Name (exactly as filed with the IRS) _____

Address _____

Telephone: () _____ - _____ Facsimile: () _____ - _____

Citizenship (check one): Nonresident alien ☐ YES ☐ No

Proof of Insurance:

Workers Compensation Insurance Company _____

Policy # _____ Expiration Date: _____

Professional Liability Insurance Company _____

Policy # _____ Expiration Date: _____

General Liability Insurance Company _____

Policy # _____ Expiration Date: _____

Auto Insurance Company _____

Policy # _____ Expiration Date: _____

Business Designation (check one):

☐ Professional Corporation ☐ Partnership ☐ Limited Partnership

☐ Limited Liability Company ☐ Limited Liability Partnership

☐ Corporation ☐ Sole Proprietorship

☐ Governmental Entity

Federal Tax I.D.# _____

The above information must be provided prior to Grant execution. Recipient shall provide proof of Insurance upon request by DHS or DHS designee. DHS may report the information set forth above to the Internal Revenue Service (IRS) under the name and social security number or taxpayer identification number provided.

b. Certification. By signature on this Grant, the undersigned hereby certifies under penalty of perjury that:

- i.** The undersigned is authorized to act on behalf of Recipient and that Recipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax for Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620;
- ii.** The number shown in Section 15.a. is Recipient's correct taxpayer identification and all other information provided in Section 15.a. is true and accurate;
- iii.** Recipient is not subject to backup withholding because:

 - 1) Recipient is exempt from backup withholding;
 - 2) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - 3) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- iv.** Recipient is an independent entity as defined in ORS 670.600 and ORS chapters 316, 656, 657, and 701.

RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

DHS HAS NO OBLIGATION TO RELEASE FUNDING UNDER THIS GRANT PRIOR TO NECESSARY STATE APPROVALS.

IN WITNESS WHEREOF, THE PARTIES BY THEIR RESPECTIVE SIGNATURES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES SET FORTH BELOW.

SIGNATURES

Approved By Recipient:

_____	_____	_____
Authorized Signature	Title	Date

Approved By DHS

_____	_____	_____
Authorized Signature	Title	Date

Approved for Legal Sufficiency:

N/A OAR 137-045-0030(1)(b)

_____	_____
Assistant Attorney General Signature	Date

Reviewed by DHS Contract Specialist:

_____	_____	_____
Authorized Signature	Name (printed)	Date

Reviewed by SPD:

_____	_____	_____
Authorized Signature	Name (printed)	Date

**GRANT AGREEMENT
EXHIBIT A
SCOPE OF WORK**

1. Grant Award of \$18,333.00 allocated to Recipient to sustain non-profit programs/projects in offering volunteer engagement of Oregonians fifty-five (55) years of age and older.
2. Authorized volunteer opportunities provide sustaining benefit to Oregon's youth, aging, disabled, and individuals whose life has been altered by incarceration.
3. Acceptable volunteer opportunities include, but are not limited to:
 - a. Structured health and public wellness programs such as medication management, respite care, immunization clinics; peer counseling and communication activities, medication management;
 - b. Educational counsel and tutoring such as literacy programs, community based resource development, after school youth programs, low-income and minority operated pre-school programs;
 - c. Public safety projects/programs such as elder-safety programs and victims assistance programs;
 - d. Consumer protection activities;
 - e. Mentoring programs for foster children, at-risk youth **and**, children of incarcerated parents;
 - f. Money-Management for seniors and people with disabilities;
 - g. Respite care for families caring for children, seniors and people with disabilities with special care needs.

**DEPARTMENT OF HUMAN SERVICES
GRANT AGREEMENT
EXHIBIT B
REQUIRED FEDERAL TERMS AND CONDITIONS**

Specifically, but without limiting the generality of section 14(e) of the Grant Agreement, in implementing the Program, Recipient shall comply with the federal laws, regulations and executive orders described in this Exhibit. For purposes of this Agreement, all references to federal laws, regulations, and executive orders are references to federal laws, regulations and executive orders as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** Recipient shall comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the operation of the Program. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Titles VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, and (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to operate the Program in violation of 42 USC 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Recipient shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then Recipient shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 32), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations must be reported to the Department, HHS and the appropriate Regional Office of the Environmental Protection Agency.
4. **Energy Efficiency.** Recipient shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
5. **Truth in Lobbying.** Recipient certifies, to the best of Recipient's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- c. Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subRecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 6. **HIPAA Compliance.** If the Program (or services or activities provided or conducted as part of the Program) is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Recipient agrees to operate the Program in compliance with HIPAA. Without limiting the generality of the foregoing, if the Program (or services or activities provided or conducted as part of the Program) is covered by HIPAA, Recipient shall comply with the following:

- a. **Privacy and Security Of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Recipient and DHS for purposes directly related to the operation of the Program. However, Recipient shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the DHS Privacy Rules, OAR 410-014-0000 *et. seq.*, or the DHS Notice of Privacy Practices, if done by DHS. A copy of the most recent DHS Notice of Privacy Practices may be obtained from DHS
- b. **Data Transactions Systems.** If Recipient intends to exchange electronic data transactions with DHS in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Recipient shall execute an EDI

Trading Partner Agreement with DHS and shall comply with the DHS EDI Rules.

- c. Consultation and Testing.** If Recipient reasonably believes that the Recipient's or Department's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Recipient shall promptly consult DHS' HIPAA officer. Recipient or DHS may initiate a request for testing of HIPAA transaction requirements, subject to available resources and DHS' testing schedule.
- 7. Resource Conservation and Recovery.** Recipient shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.
- 8. Audits.** Recipient shall comply with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."
- 9. Debarment and Suspension.** In operation of the Program, Recipient shall not purchase goods or services from any person or entity if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension" (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Recipients declared ineligible under statutory authority other than Executive Order No. 12549. Vendors and Recipients with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

10. ADA. Recipient shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance, and operation of any structures and facilities, and in the conduct of all programs, services and training included as part of the Program.

11. Pro-Children Act. Recipient shall comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

12. Medicaid Services



Recipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 USC Section 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 USC Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Recipient shall acknowledge Recipient's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Recipients and agents about the policies and procedures in compliance with

Section 6032 of the Deficit Reduction Act of 2005, 42 USC §
1396a(a)(68).

Agenda Item

September 24, 2007

TO: Honorable Mayor and City Council through City Administrator
VIA: Randy Rohman, Acting Public Works Director 
FROM: Randy Scott, Senior Engineering Technician 
SUBJECT: **Legion Park Access To Woodburn Police Facility Improvement**

RECOMMENDATION:

It is recommended the City Council award construction contract to the lowest responsible bidder, Rinker Materials for street improvements for Legion Park Access in the amount of \$116,153.15.

BACKGROUND:

The contract is in conjunction with Project 2007-005-38, Bid No. 2008-03 for the street improvements for the Legion Park Access to the Woodburn Police Facility. The street improvements include travel lanes, curb on each side, storm drainage and a security gate.

Bids for the improvement were opened on September 19, 2007. Five responsive qualified bid proposals were received.

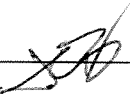
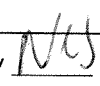
1.	Rinker Materials	\$116,153.15
2.	D & T Excavation	\$121,792.36
3.	Knife River	\$132,130.15
4.	Gelco Construction	\$139,572.50
5.	Kuenzi Communications	\$148,498.00

Engineers Estimate

\$103,918.50

The recommended award is within 10.5% of the Engineers estimate

A bid proposal received from North Santiam Paving Co. did not comply with the bidding requirements and was deemed informal. One addendum was issued during bidding process, as required the addendum was not acknowledged or included with the bidders proposal.

Agenda Item Review: City Administrator  City Attorney  Finance _____

DISCUSSION:

The access road will be 26 feet in width, asphaltic concrete surface with curbs both sides. The access road will extend from Park Avenue through the north portion of Legion Park to the Woodburn Police Facility. One electronic security gate will be located near the property division between Legion Park and the Police Facility property.

The land use approval for the access requires substantial landscape improvements on the north side of the access road for that portion through Legion Park. This contract does not include that required element of work. Staff intends to solicit quotes directly from landscape contractors to perform the work.

The project is identified in the Capital Improvement Program in the 07/08 adopted budget. The contract award is in conformance with public contracting laws of the State of Oregon as outlined in ORS Chapter 279C and the laws, regulations of the City of Woodburn, therefore staff is recommending the contract be awarded.

FINANCIAL IMPACT:

The project cost of \$116,153.15 will be funded utilizing approved budgeted funds, budget line item 358.121.9531.5631.012.

Agenda Item

September 18, 2007

TO: Honorable Mayor and City Council through City Administrator

FROM: Jim Allen, Community Development Director *JA*

SUBJECT: Planning Commission's Approval of Design Review 2007-02, located at 395 Shenandoah Lane.

RECOMMENDATION:

No action is recommended. This item is placed before the City Council for information purposes in compliance with the Woodburn Development Ordinance. The City Council may call up this item for review if it desires.

BACKGROUND:

Kerr Construction, Inc., owns the complex at 395 Shenandoah Lane that includes an office, storage building, and outdoor storage area. Kerr Construction, Inc., (Kerr) is a heavy construction business. Kerr desires to construct a 6,250 square foot storage building that would also include a truck wash area. The proposed storage building would be located on a portion of the property that is currently used for outside storage of construction materials (signs, pipe, barriers, and material for construction) that would subsequently be moved into the storage building.

On September 13, 2007 the Woodburn Planning Commission held a public hearing on the case and approved the application unanimously, subject to conditions of development.

DISCUSSION:

None.

FINANCIAL IMPACT:

There is no financial impact associated with the recommended action.

Agenda Item Review: City Administrator *JA* City Attorney *WAS* Finance _____